



**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
January 14, 2016**

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regularly scheduled meeting at the Marsac Municipal Building, City Council Chambers, 445 Marsac Avenue, Park City, Utah for the purposes and at the times as described below on Thursday, January 14, 2016.

WORK SESSION

3:00 p.m. Recreation Advisory Board Interviews

CLOSED SESSION

3:45 p.m. To Discuss Property, Personnel and Litigation

WORK SESSION (CONTINUED)

4:15 p.m. Council Questions and Comments

4:30 p.m. – Downtown (Brew Pub) Plaza Project Update

5:30 p.m. – Discuss an Ordinance Amending Title 4, Chapters 1 and 8 of the Municipal Code of Park City, Utah regarding Master Festival Licenses and Special Events

REGULAR MEETING

6:00 p.m.

I. ROLL CALL

II. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Manager's Report -- Draft Integrated Utah Pollutant Discharge Elimination System (UPDES) Plan Submission

III. PUBLIC INPUT (*ANY MATTER OF CITY BUSINESS NOT SCHEDULED ON THE AGENDA*)

IV. CONSIDERATION OF MINUTES

1. Consideration of a Request to Approve the City Council Meeting Minutes from December 17, 2015

V. CONSENT AGENDA

1. Request to Approve the Following Type 2 Convention Sales Licenses:

Petcube	580 Main Street
Lamont Limited/Vagabond	580 Main Street
Fashion Major Brands	580 Main Street
Huawei Device	580 Main Street
Peros, Inc	580 Main Street
Vera Cristina dba Hippebeach	580 Main Street
Flying Lizard	580 Main Street
North Shore	710 Main Street
Power & Industry	710 Main Street
Jade Umbrella/Popwrapper	710 Main Street
Texas Film Office	305 Main Street
US Virgin Islands Film Office	305 Main Street
Oklahoma Film & Music	305 Main Street
Montana Film Office	305 Main Street
Anheuser-Busch	825 Main Street
LA Times	825 Main Street
Hormel Foods	825 Main Street
Purple Door	306 Main Street
William Morris Endeavor Entertainment	657 Park Ave
Kodak	540 Main Street
New Orleon City	540 Main Street
Chapman University	540 Main Street
Nissan/Infinity	427 Main Street
50 Bleu	427 Main Street
Pabst	427 Main Street
American Epic Film	427 Main Street
Billboard/Prometheus Global Media	427 Main Street
Louisiana Int'l Film Fest	427 Main Street
You Tube	427 Main Street
Sour Patch Kids	427 Main Street
Tinder	427 Main Street
DJI Drone	427 Main Street
Netflix	508 Main Street
Shutterstock	625 Main Street
Woolrich	625 Main Street
Fandango	625 Main Street
Levi Strauss/Dockers	625 Main Street
Marriott International	625 Main Street

Photage LLC	628 Park Ave
Tin Lids Hat Co	780 Main Street
Trimino Water	780 Main Street
Just Water	780 Main Street
Ecoplanet Bamboo	780 Main Street
BMI Smart	780 Main Street
Revolutionary Watch	780 Main Street
Unreel Entertainment	780 Main Street
Remo Law	780 Main Street
Blackhouse	804 Main Street
Best Events	825 Main Street
Amazon	825 Main Street
IMDB.com	825 Main Street
Perky Jerkey	657 Park Ave
Ice Landic H2O	657 Park Ave
Zico	657 Park Ave
Explosion Art LLC	1401 Kearns Blvd
Rural Development Insitute	1401 Kearns Blvd
Impact Partners Film Services LLC	1401 Kearns Blvd
JP Morgan Chase Bank	1401 Kearns Blvd
Rand Luxury	2300 Deer Valley
Jet Aviation	2300 Deer Valley
BMW North America	2300 Deer Valley
A by AC	2300 Deer Valley
Verite Winery	2300 Deer Valley
General Cigar	2300 Deer Valley
Trilogy	2300 Deer Valley
Seven Gables Real Estate	2300 Deer Valley
Riverhorse Partners	221 Main Street
Luxe Marketing for YouTube	268 Main Street
San Francisco Film Society	268 Main Street
Savannah Georgia Film Office	305 Main Street
North Carolina Film Office	305 Main Street
Forbes Media	306 Main Street
Chefdance	427 Main Street (Basement)
Hollywood Reporter	427 Main Street
Brewco Marketing	408 Main Street
Vida Tequila	314 Main Street
Women in Film	350 Main Street
The Wrap News	364 Main Street
So. Miami	364 Main Street

Adobe	364 Main Street
TPG	364 Main Street
Barclays	364 Main Street
Dell	364 Main Street
Chuda	364 Main Street
Campbells/V-8	364 Main Street
Glam App	364 Main Street
Everytown for Gun Safety Support Fund	780 Main Street
Mellow Mushroom	427 Main Street
Paint Mixer	738 Main Street
Luxe Marketing for John Legend	314 Main Street
Luxe Marketing for Turner Networks	314 Main Street

2. Approve Local Consent for Special Event Temporary Alcoholic Beverage Licenses During the Sundance Festival:

MISSED APPLICANTS FROM DECEMBER

FilmUtah (MFL)	528 Main Street
FilmUtah (MFL)	528 Main Street
FilmUtah (MFL)	1167 Woodside Ave
FilmUtah (MFL)	4001 Kearns Boulevard
Luna Lounge (MFL)	1821 Sidewinder
Eagle Huntress	444 Main Street

NEW APPLICANTS (UP TO 12)

VIP Event Management	825 Main Street
Best Events	825 Main Street
Producers Magazine	1351 Kearns Blvd
Canada Goose	577 Main Street
Stephanie Richie - PC Main	591 Main Street
1251 Kearns, LLC	1251 Kearns Blvd
Riverhorse Partners	221 Main Street
Done to Your Taste Catering	1401 Kearns Blvd
Done to Your Taste Catering	206 Main Street
Jibberish	314 Main Street

PREVIOUSLY APPROVED

Errol Roussel (MFL)	573 Main Street
Miriam Benezra (Sundance)	308 Main Street
Miriam Benezra (Sundance)	1310 Lowell Ave
Miriam Benezra (Sundance)	609 Main Street
Miriam Benezra (Sundance)	1895 Sidewinder
Miriam Benezra (Sundance)	1167 Woodside
Miriam Benezra (Sundance)	550 Main Street

Miriam Benezra (Sundance)	475 Swede Alley
Pamela Alford	657 Park Ave
Egyptian Theatre (MFL)	328 Main Street
Egyptian Theatre (MFL)	328 Main Street
Egyptian Theatre (MFL)	328 Main Street
628 Park Ave LLC	628 Main Street
The Blended Table - Samsung (MFL)	638 Park Ave
Kickstarter (MFL)	591 Main Street
Talent Resources (MFL)	890 Main Street
Top Shelf - Base Camp (MFL)	475 Swede
A-List	306 Main Street
Beyond Cinema - AFCI	305 Main Street
Indie Lounge	710 Main Street
Brillant Consulting	449 Main Street
FilmUtah (MFL)	255 Main Steet #C
FilmUtah (MFL)	255 Main Street #A
FilmUtah (MFL)	255 Main Steet #C
FilmUtah (MFL)	255 Main Street #A
Done to Your Taste Catering (MFL)	268 Main Street
Done to Your Taste Catering (MFL)	268 Main Street
Done to Your Taste Catering (MFL)	268 Main Street
Durkin Entertainment	255 Main Street
BMF Media	364 Main Street
Top Shelf - Gateway Virtual Reality (MFL)	136 Heber Ave
Top Shelf - New Frontier (MFL)	573 Main Street
Top Shelf - Ascap (MFL)	751 Main Street
NA Collective (MFL)	408 Main Street
Slamdance (1/22-1/26)	255 Main Street
Slamdance (1/27-1/28)	255 Main Street
Church & State Spirits-Airbnb (MFL) (1/21-1/25)	596 Main Street
Church & State Spirits-Airbnb (MFL) (1/25-1/30)	596 Main Street
Blended Table	638 Main Street
Precious Entertainment (1/22-1/26)	780 Main Street #D & E
Precious Entertainment (1/27-1/30)	780 Main Street #D & E
Precious Entertainment (1/22-1/26)	738 Main Street
Precious Entertainment (1/27-1/30)	738 Main Street
Old Town Cellars (1/21-1/25)	890 Main Street
Old Town Cellars (1/25-1/30)	890 Main Street
Luxe Marketing, LLC (1/21-1/25)	314 Main Street
Penske Business Media, LLC (1/23-1/26)	625 Main Street
Park City Film Studios Development Co (1/23-1/27)	4001 Kearns Boulevard

Raiser, LLC (1/20-1/25)-UBER Rider Lounge	626 Swede
Raiser, LLC (1/25-1/29)-UBER Rider Lounge	626 Swede
Raiser, LLC (1/29-1/31)-UBER Rider Lounge	626 Swede

3. Authorize the City Manager to Sign Contract Change Order No. 2 to Construction Agreement with B Jackson Construction and Engineering, Inc. in a Form Approved by the City Attorney for Additional Construction Services Related to the Construction of Little Bessie Avenue Storm Drain Improvements Project in an Amount of \$51,228.01

4. Authorize the City Manager to Execute a Change Order (2) to the Professional Service Agreement, in a Form Approved by the City Attorney, with Zion's Bank Public Finance in an Amount of \$33,810, for a Contract Total of \$81,795 Since the Contract was Executed in 2013

5. Approve Amendment to Water Supply Agreement Between Salt Lake City and Park City

VI. NEW BUSINESS

1. Authorize the City Manager to Enter into a Professional Services Contract for Pedestrian Management and Personnel Operations During the Sundance Film Festival for 2016, 2017 and 2018 in an Amount Not to Exceed \$105,000, Over a Three Year Period, in a Form Approved by the City Attorney

2. Consideration of Holding a Special Meeting to be Held Between January 19-21 for Late Type 2 Convention Sales License (CSL) Applicants for Approval

3. Approve Resolution 01-16, a Resolution Adopting the 2016 City Property Disposition List

(A) Public Hearing

(B) Action

4. Consideration of Ordinance 16-06, an Ordinance Approving the 2016 Meeting Schedule for City Council

(A) Public Hearing

(B) Action

VII. ADJOURNMENT

VIII. PARK CITY REDEVELOPMENT AGENCY

A. Roll Call

B. Public Input (*Any matter of City business not scheduled on the agenda*)

C. Consent Agenda

1. Resolution Establishing a Regular Meeting Date, Time, and Location for 2016 Meetings and Appointing Officers of the Board of Directors of the Park City

D. New Business

1. Potential Disposition and Proposed Terms of Sale of City Property located at 664 Woodside Avenue

E. Adjournment

IX. PARK CITY MUNICIPAL BUILDING AUTHORITY

A. Roll Call

B. Public Input (*Any matter of City business not scheduled on the agenda*)

C. Consent Agenda

1. Resolution Establishing a Regular Meeting Date, Time, and Location for 2016 Meetings and Appointing Officers of the Board of Directors of the Park City Municipal Building Authority

D. Adjournment

X. PARK CITY WATER SERVICE DISTRICT MEETING

A. Roll Call

B. Public Input (*Any matter of City business not scheduled on the agenda*)

C. Consent Agenda

1. Resolution Establishing a Regular Meeting Date, Time, and Location for 2016 Meetings and Appointing Officers of the Board of Directors of the Park City Water Service District Meeting

D. Adjournment

A majority of City Council members may meet socially after the meeting. If so, the location will be announced by the Mayor. City business will not be conducted. Pursuant to the Americans with Disabilities Act, individuals needing special accommodations during the meeting should notify the City Recorder at 435-615-5007 at least 24 hours prior to the meeting. Wireless internet service is available in the Marsac Building on Wednesdays and Thursdays from 4:00 p.m. to 9:00 p.m.

Posted: See: www.parkcity.org



DATE: January 14, 2016

TO HONORABLE MAYOR AND COUNCIL

There is currently one (1) Recreation Advisory seat available for appointment to fulfill the remaining term for Becca Gerber; Becca's current term is to expire July, 2017. Notifications of the opening were posted onsite at the Park City Athletic & Recreation Center and on the Recreation web page and the City webpage, and applications were due December 18th. The Recreation Department staff received a total of four (4) applications for the one Recreation Advisory Board opening. All of the applicants meet the residency requirements set forth in the Ordinance No. 03-06. Three of the applicants will be interviewed during open meeting on January 14th and one will be interviewed on January 28th. After the last interview on January 28th, the Council will need to move into Closed Session to decide which applicant should be chosen to serve on this board.

Respectfully:

Michelle Kellogg, City Recorder



DATE: January 14, 2016

TO HONORABLE MAYOR AND COUNCIL

The Brew Pub Plaza Design Team is working towards completion of concept design. Within that design there are three schemes or alternatives that balance program goals and cost. At this time, city council is being asked to balance the project budget and overall goals with the proposed project amenities and program. On January 28, 2016, staff will return with a preview of the capital budget and City priorities. On February 4, 2016, staff will return with a recommended plaza alternative we believe best represents the balance of stakeholder input and effectuation of stated goals.

There will be additional opportunities to further evaluate and comment on the design, both when staff returns for final direction on February 4, 2016, and as we submit applications during the planning approval process.

Respectfully:

Jonathan Weidenhamer, Economic Development Manager



City Council Staff Report

Subject: Downtown (Brew Pub) Plaza Project
Discussion of Alternatives, Tradeoffs, Goals and Costs

Author: Jonathan Weidenhamer

Department: Sustainability

Date: January 14, 2016

Type of Item: Ongoing Preliminary Direction

Summary Recommendations:

Consider the detailed analysis from the Main Street Plaza (Brew Pub) design team on the preliminary design concept(s) alternatives. Specifically, City Council should consider:

1. The base scheme or skeleton, which is a simplified or strongly reduced program option due to financial constraints;
2. The matrix overview of the 3 plaza schemes built on that skeleton and 2 options within each scheme identifying the tradeoffs, goals and costs of each option;
3. Providing specific direction on parking the project on or off site;
4. Taking public input related to the schemes;
5. That staff will return on February 4, 2016 seeking final direction on which alternative to pursue and in the interim that the following will occur:
 - a. Historic Park City Alliance Board input on January 19, 2016;
 - b. An open survey on the options will be available on the City's website;
 - c. A public open house will be held on site on Jan 16 to discuss the options with the public;
 - d. Council will consider an update on the capital budget and funding sources on January 28, 2016.

Executive Summary:

The Brew Pub Plaza design team is working towards completion of concept design. Within that design there are three schemes or alternatives that balance program goals and cost. Each of these is based on a basic scheme or skeleton design that represents a scaled back, or reduced program option. At this time, City Council is being asked to balance the project budget and overall goals with the proposed project amenities and program and ultimately, cost. On January 28, 2016, Staff will return with a preview of the capital budget and City Priorities. On February 4, 2016, staff will return with a recommended plaza alternative we believe best represents the balance of Council and stakeholder input and effectuation of stated goals along with cost.

Acronyms in this Report:

GSBS – Gillies, Stransky, Brems, Smith Architects
HPCA – Historic Park City Alliance

Background:

The Main Street Plaza (Brewpub) Design Team interviewed the City Council on August 20, 2015, to kick off a two month process of community and stakeholder input sessions which defined the goals, program and opportunity analysis (activities, elements, amenities, users, etc.) for the project (8/20 meeting). On October 22, the City Council affirmed we had the correct goals and program elements and directed staff to begin the design process (10/22 meeting). We returned again on November 19, 2015 and presented high level design themes, key activity and elements, and specific project components (11/19 meeting). While these work sessions successfully provided the City Council with high level process confirmation and input opportunities, time constraints did not allow for public input. On December 17, 2015, City Council had a dialogue on the conceptual design generated to date for the Main Street Plaza, more specifically the possible program elements and tradeoffs associated with each aspect. The general public was invited to provide input.

In general the City Council expressed the following at the December meeting (Draft meeting minutes – Exhibit D):

- The plaza doesn't have to be everything to everybody. We should consider simplifying some of the program;
- Council will have to be "convinced" to do an ice rink – it contradicts stated green goals and seems really expensive, but they are willing to listen to why it is being recommended;
- \$3M for 1 level of parking (\$80k/stall) is very expensive. We might consider additional alternatives.

A summary of the process and detailed exhibits have been submitted by GSBS and are included as Exhibits A and B.

Analysis:

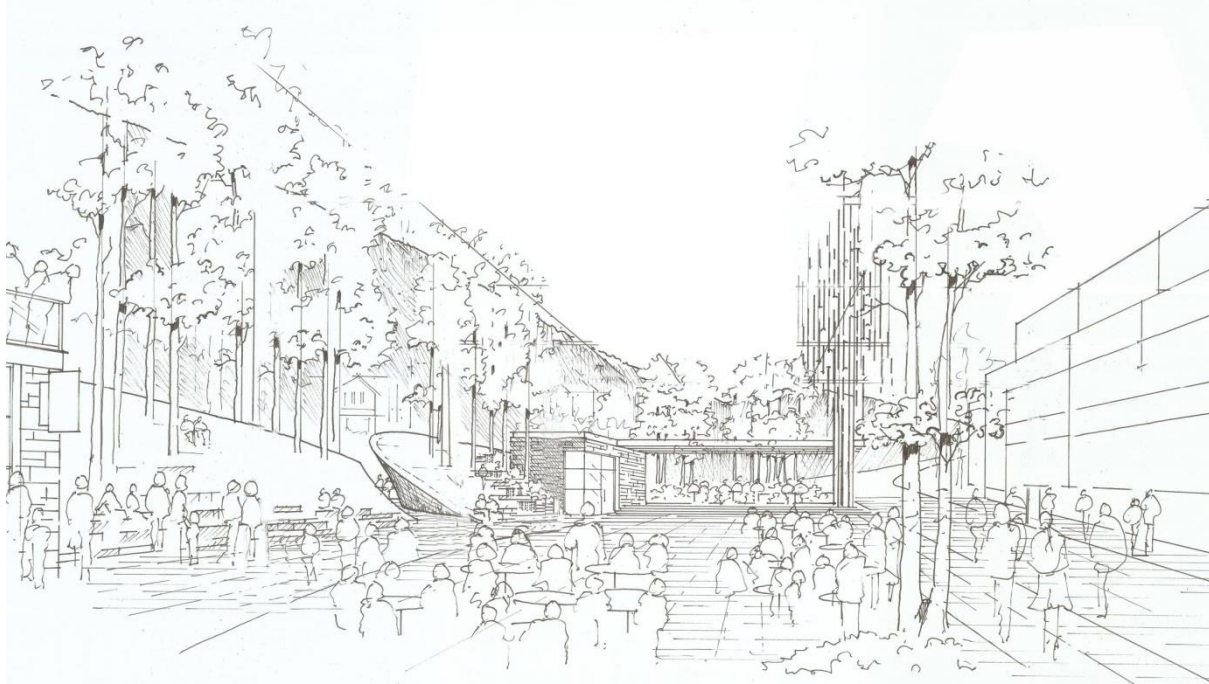
In response to input from City Council at the December 17th meeting, the design team has submitted a basic scheme or "skeleton", which meets the minimum requirement to create a space to accommodate events and performances. At its most simplified level, the Main Street Plaza design provides the following:

- A large flat area to erect tents ranging in size from 10' x 10' to 100' x 40'
- A stage for live performances ranging in size from a single performer to a multi-piece band and film screenings
- A coffee shop to extend the Main Street streetscape into the plaza area and provide access to quick, affordable food and drink for visitors to the plaza
- Restrooms
- Storage and support facilities
- Green space
- Shade trees
- Pedestrian and vehicular connection to Swede Alley

- Traffic circulation options to periodically functionally incorporate Main Street into the Plaza

The team has isolated the cost of this scheme as \$3,921,500 and with net zero efforts as \$4,416,000 - without parking underground. If you put parking below the skeleton scheme we would go back to \$7,484,200 and with net zero \$7,978,700

The following rendering of the simplified project is consistent with the other schemes, minus many of the amenities included in them:



The consulting and design team has conducted a detailed overview and analysis of the three schemes and alternatives that balance program goals and cost (Exhibit A). At this time, City Council is being asked to consider this analysis and take public input. Staff will return on February 4, 2016, to seek direction from City Council on which alternative to pursue.

The GSBS submittal includes a general overview of our process so far, a description of the matrices used and then detailed descriptions of the evaluation criteria. Their analysis then details each scheme and option including:

- A Narrative Description;
- Overall Score;
- Cost;
- Evaluation Criteria Scoring;
- Bulleted evaluation.

The following is a summary of the submittal:

Base Recommendation –

Each of the three schemes includes:

- A large, flexible plaza with landforms for additional seating and a park-like edge that combines soft and hardscape;
- Needed support (restrooms, storage, trash, mechanical and utility space);
- A small retail or coffee/sandwich shop to increase daily activity;
- A stage;
- Enough interior flexible space that can be used for large events of differing sizes, plus, could also be converted to an ice rink or water feature type amenity if desired;
- A recreated Poison Creek water feature that meanders through the site and will be an interactive water feature as it moves north and east down to Swede Alley;
- A road cut off to the north which is anticipated to allow temporary expansion of the footprint of the plaza;
- A pedestrian level attachment at a residential neighborhood scale to Swede Alley.

The initial staff meetings with the design team have included high level input from the City Engineer and Planning staff. Preliminary discussions indicate support of the new road bypass. As we get into the permitting process we anticipate supplemental traffic & circulation analysis, along with addressing any parking or encroachment issues regarding adjacent structures. Land Management Code requirements (including issues such as height, sidewalks, façade articulation, and historic district design guidelines) will be addressed through the typical planning approval processes.

Schemes -

The difference between the three schemes is the amount of programmable interior space. Any event that requires access to a catering kitchen or interior multi-use space would not be served by every scheme. In each option an ice rink and second level of parking will be considered as additive alternatives.

In general Scheme A represents a minimal build at the least urban scale. Scheme B adds additional square footage for flexible uses including for and not for-profit spaces, catering kitchen and spaces for private event rentals. Scheme C is based on Scheme B and adds a second level to the buildings and creates an upper deck.

The scheme that meets the stated use and design goals the most appears to be Scheme B, Option 1, but it is the second most expensive (\$10.45M). By eliminating all structured parking from this scheme the cost is \$7.9M. Without the ice rink, you have Scheme B, Option 2 which is the third most effective and second most affordable (\$6.2M). This is the scheme that staff believes finds the correct balance of meeting project goals and cost considerations. But we are waiting for this round of final council and public input along with cost refinements prior to finalizing our recommendation.

Matrices –

The consultants have created two matrices to compare the options (Exhibit A). One Matrix focuses on ranking effectuation of stated goals and comes up with a score versus cost. It evaluates the three base options, with and without parking, and a second land form. The goals are given a subjective score of 1-5 based on the relative success of the option meeting the criteria. The lowest score is 47 and the highest is 74.

The second matrix focuses on cost and allows different amenities or add-ons to be added on the base cost (parking, ice, etc.). Each add-on has either a negative impact (-1), neutral, or positive (+1) impact.

Alternatives & Interior Program -

Each of the elements described in the matrices should be considered as items that can be included, upsized, downsized or removed completely. While we are still developing the concept design it is difficult to forecast a budget line item for each. However, if City Council feels strongly that they don't want an item described or discussed, now is a well-timed opportunity to remove or downsize specific items. The analysis identifies 5 specific add-ons (second level of parking, ice rink, water feature, and two different snowmelt systems). With that said, the base option includes elements the team and staff feel are critical to moving forward.

Elements and add-ons to consider include:

1. Landforms that frame the eastern edge - \$500,000;
2. Shade structure - \$225,000;
3. Stage faces sculpture - \$300,000;
4. Kenetic sculpture - \$200,000;
5. Ice Rink - \$718,000;
6. 1 level of parking - \$3.1M;
7. 2nd level of parking - \$3.3M;
8. Water Feature (recreate Poison Creek) - \$207,000;
9. Ice Rink Excess Heat Melt (\$213,000);
10. Active Snow Melt (\$2.8M);
11. Net Zero (range) - \$385,000 - \$529,000.

Cost –

The current budget adopted in the 5-year CIP has \$5 Million allocated for the Brew Pub Plaza project out of the \$14.5M, 10-year project budget. In April 2015, City Council indicated preliminary support to increase the hard costs to approximately \$7M, which would increase the overall downtown project budget approximately \$3-3.5M.

Staff will return to Council on January 28th for an in-depth discussion and evaluation of the total downtown improvement project cost estimates and an updated evaluation of the 10-Year Resort Communities Sales Tax Plan including the impacts of issuing additional debt against the revenue stream. At that time, it will be necessary for Council

to evaluate additional budgeted use of the sales tax in the context of all potential project costs associated with the revenue.

Included in that discussion will be an overview of current projects that have been completed, costs and remaining budget of the 7-10 year downtown project(s).

Next Steps –

- January 11-22 – Open public survey
- January 16 – On site open house
- January 19 - HPCA Board meeting
- January 28 – Council Capital budget preview
- February 4 – City Council direction





Specific Questions –

1. Can any of the options, alternatives, add-on amenities or specific features be eliminated at this time? Is there additional analysis Council needs to make that direction? Examples could include, ice rink, shade structure, active snow melt, one or two levels of parking.
2. Parking – due to the \$80,000/ parking space cost estimate, does Council wish to eliminate parking at this location and direct staff to begin a feasibility analysis of relocating parking to an alternative downtown location? It is important to note that in addition to the lost 48 surface spaces, staff believes that this project will require additional parking as the lots are not entirely exempt from the HCB Zone parking requirement.

Department Review:

This report has been reviewed by representatives of Sustainability, Legal, Budget and the City Manager's Office and their comments have been integrated into this report.

Significant Impacts:

	World Class Multi-Seasonal Resort Destination (Economic Impact)	Preserving & Enhancing the Natural Environment (Environmental Impact)	An Inclusive Community of Diverse Economic & Cultural Opportunities (Social Equity Impact)	Responsive, Cutting-Edge & Effective Government
Which Desired Outcomes might the Recommended Action Impact?	+ Balance between tourism and local quality of life + Varied and extensive event offerings - Accessibility during peak seasonal times + Safe community that is walkable and bike-able + Internationally recognized & respected brand + Unique and diverse businesses (+/-) (Select Desired Outcome)	- Managed natural resources balancing ecosystem needs - Enhanced water quality and high customer confidence - Reduced municipal, business and community carbon footprints - Economically and environmentally feasible soil disposal (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome)	- Preserved and celebrated history; protected National Historic District + Shared use of Main Street by locals and visitors + Entire population utilizes community amenities + Community gathering spaces and places + Vibrant arts and culture offerings (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome)	+ Well-maintained assets and infrastructure (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome)
Assessment of Overall Impact on Council Priority (Quality of Life Impact)	Very Positive 	Negative 	Very Positive 	Positive 
Comments: Events may have temporary negative impacts on the residential neighborhoods and certain businesses but the improvements will result in overall positive results from an activity, amenity and economic standpoint. The carbon footprint will be greater than today. The team will have to be sensitive to the historic district guidelines as we move into design. development				

Funding Source:

Resort City Sales tax is the funding source.

Recommendation:

Consider the detailed analysis from the Main Street Plaza (Brew Pub) design team on the preliminary design concept(s) alternatives. Specifically, City Council should consider:

1. The base scheme or skeleton, which is a simplified or strongly reduced program option;
2. The matrix overview of the 3 plaza schemes built on that skeleton and 2 options within each scheme identifying the tradeoffs, goals and costs of each option;
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Attachments:

Exhibit A: GSBS Analysis and Matrices

Exhibit B & C: GSBS over view of Process & Drawings

Exhibit D – Draft meeting minutes 12/17/15

Park City Main Street Plaza

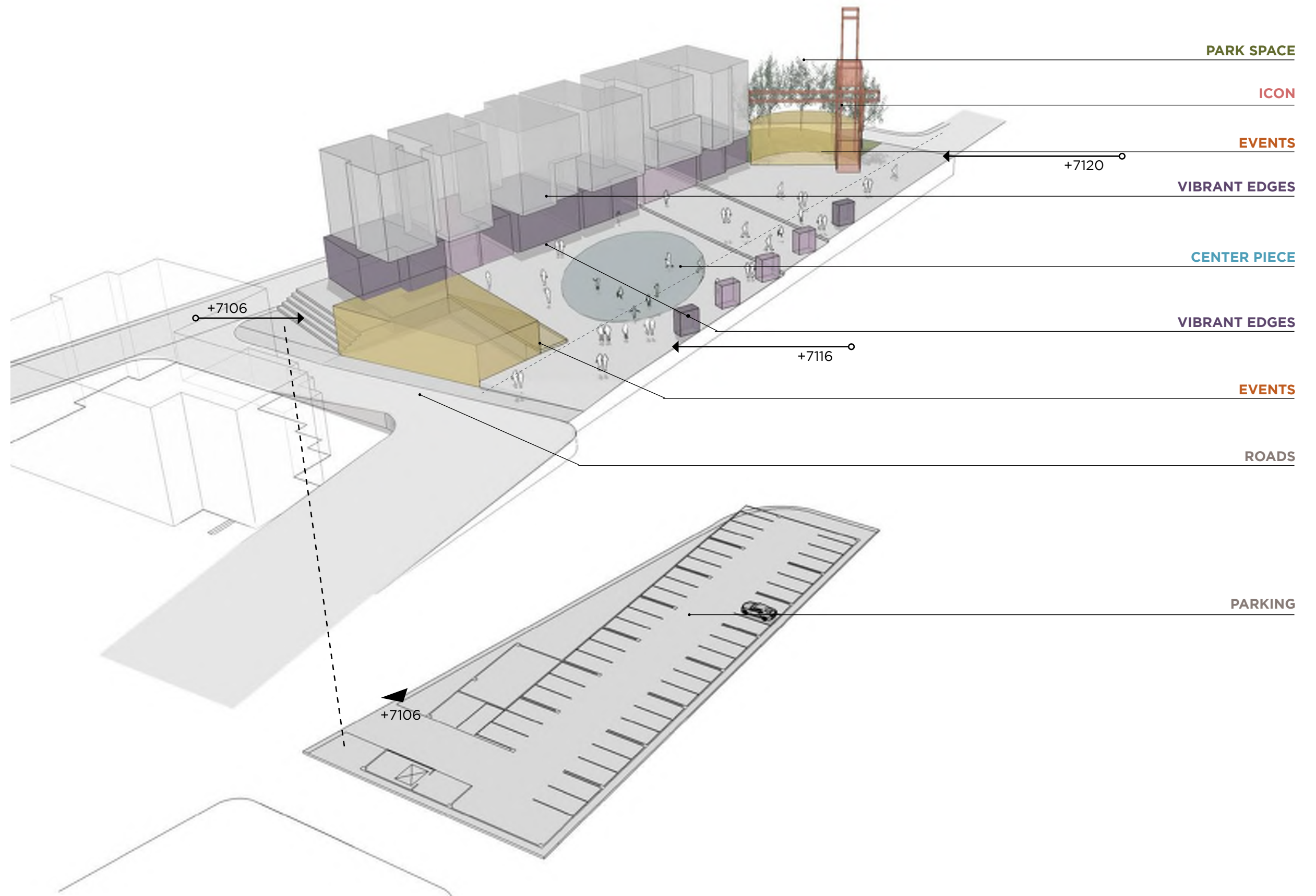
14 January 2016



CIVITAS

STRUCK

Elements of a Successful Plaza

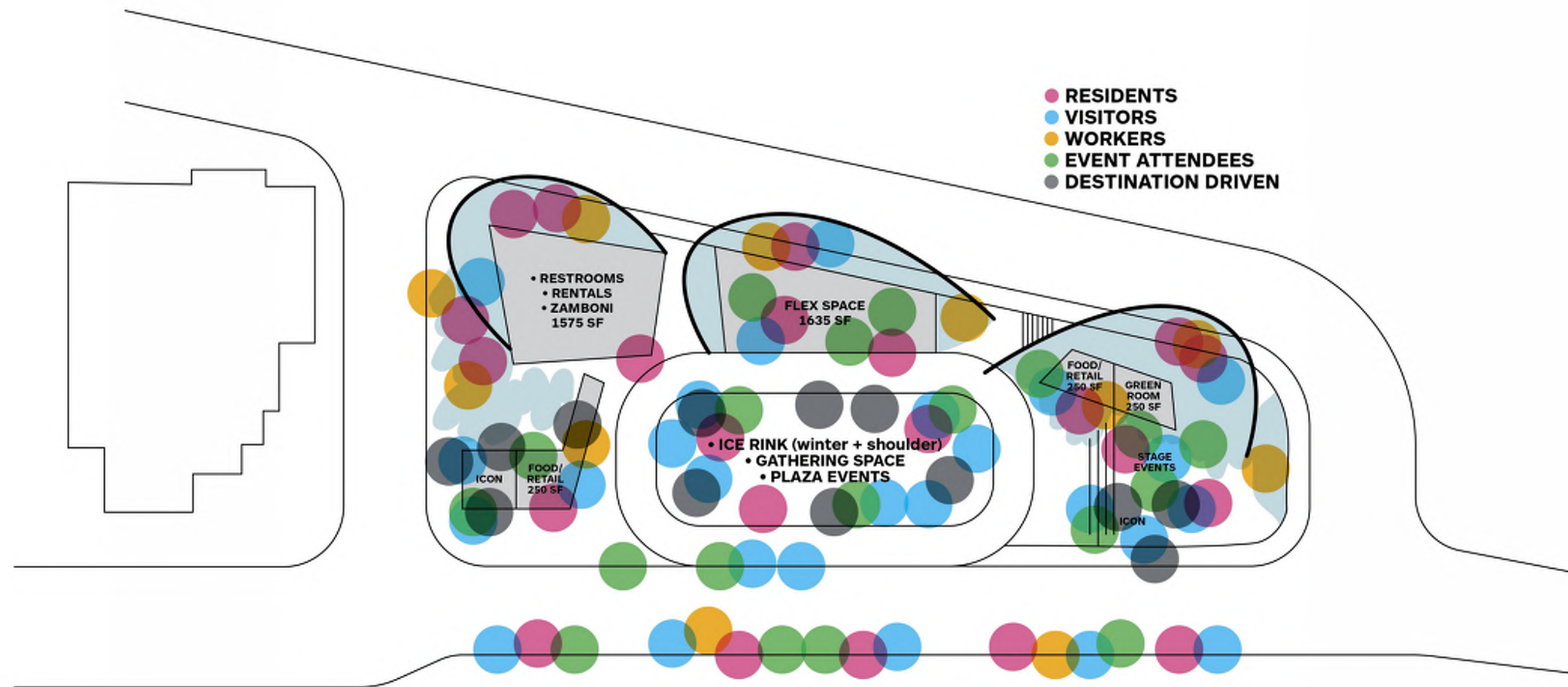


Process



CIVITAS STRUCK

Audience



Stakeholder Interviews

Stakeholders

Residents

Businesses

Events team

Community engagement

Convention & visitors bureau

City council

Key Takeaways

- Design an adaptable multi-use space for year round use that can only happen in Park City
- Respect the space as an emotional center of town and reflect the pride of the active community that chooses to live in Park City
- Develop a great gathering space that is a landmark and source of local pride
- Balance the divergent forces of the place: old/new, commercial/residential, fixed and flexible, activation/relaxation, history/progress,

Resident Survey

Results

People come to Main Street for:

- Dinner (69%)
- Events (53%)
- Bringing visitors (54%)
- Lunch (38%)
- Arts & Entertainment (36%)

Top events are:

- Parades (62%)
- Park Silly Market (63%)
- Kimball Arts (58%)
- Halloween on Main (38%)
- Savor the Summit (34%)
- Street Concerts (32%)

Results

People would come more often for:

Community Events (50%)

Seasonal Events (48%)

Greater Variety of Shopping (37%)

Gathering Area/Plaza Space (30%)

After Dinner Activities—non-bar (17%)

Nothing (14%)

Partner Workshops

Partners

HPCA

Sundance Film

Park City Film Institute

Mountain Town Stages

Chamber of Commerce

USSA

Olympic Legacy Foundation

Restaurant Association

Kimball Arts

Park Silly Market

Egyptian Theater

Lodging Association

Deer Valley

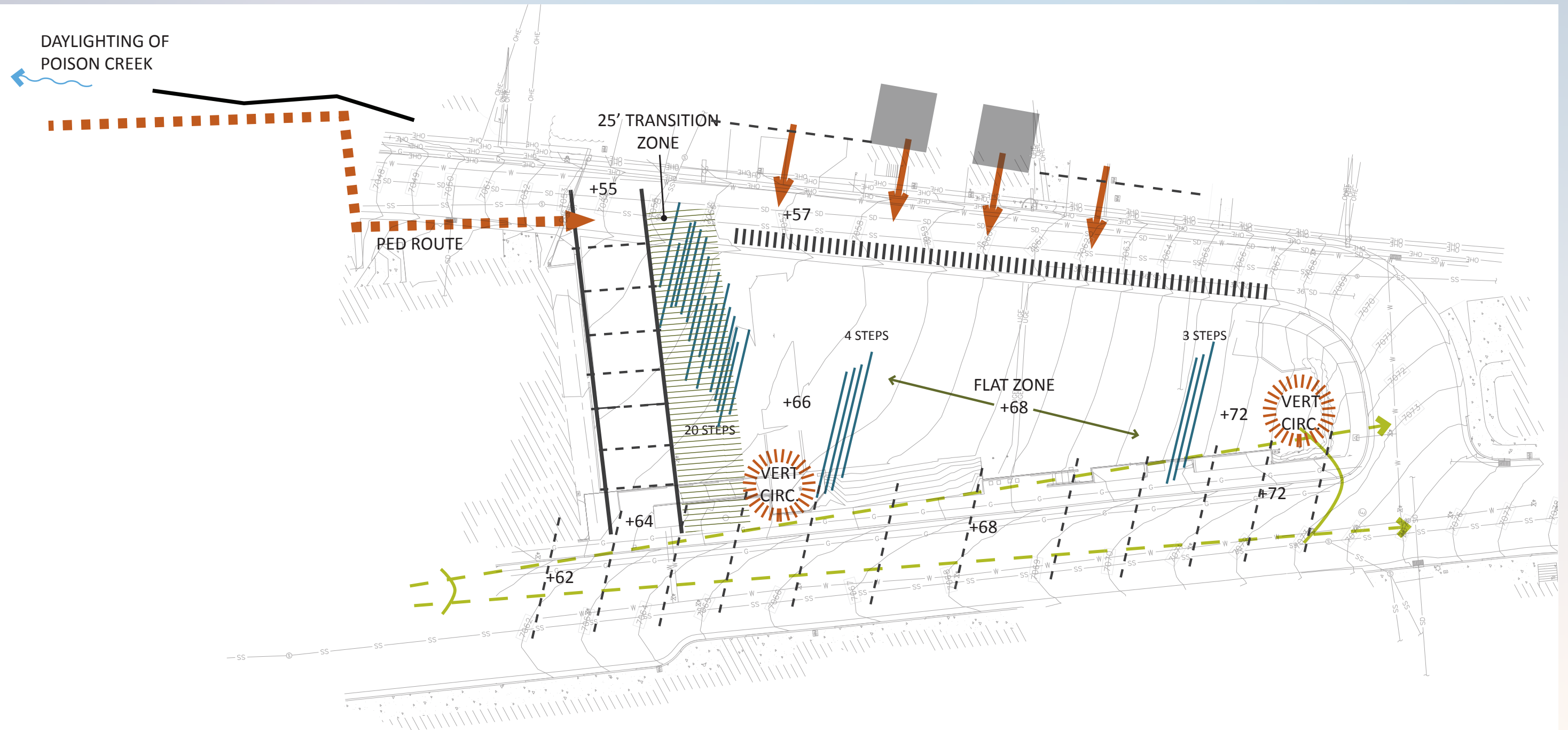
Tour of Utah

Plaza Goals

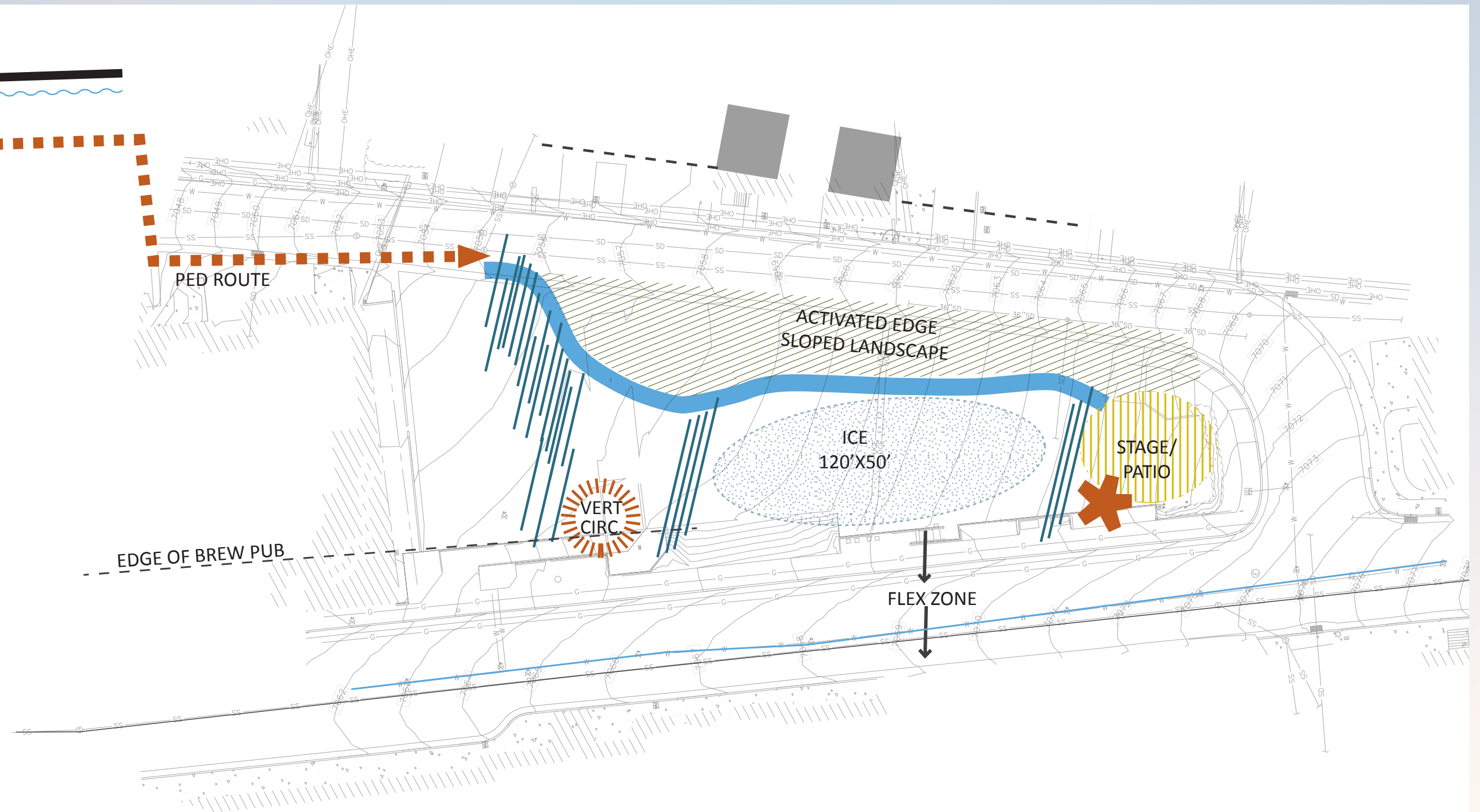
- Generate daily activity
- Allow and promote event activity
- Encourage stay and play
- Combine natural and built elements
- Be multi-season

Site Assessment

Access and Views



Activation and Enhancement



Schemes

GSBS
ARCHITECTS



CIVITAS STRUCK

Scheme Summaries

All Schemes

Large flexible plaza with rolling landforms

Restrooms, storage and support space

Small format convenient food

New road connecting Main and Swede

Expansion into Main Street

Pedestrian connection to Swede

Upper deck

Stage for 250 person event

Iconic Elements

Options:

2 levels of parking

Skating Rink

Water Feature

Snow Melt (active or in street)

Scheme Summaries

Scheme A (Base)

All elements identified as part of all schemes

Option 1:

1 level of underground parking

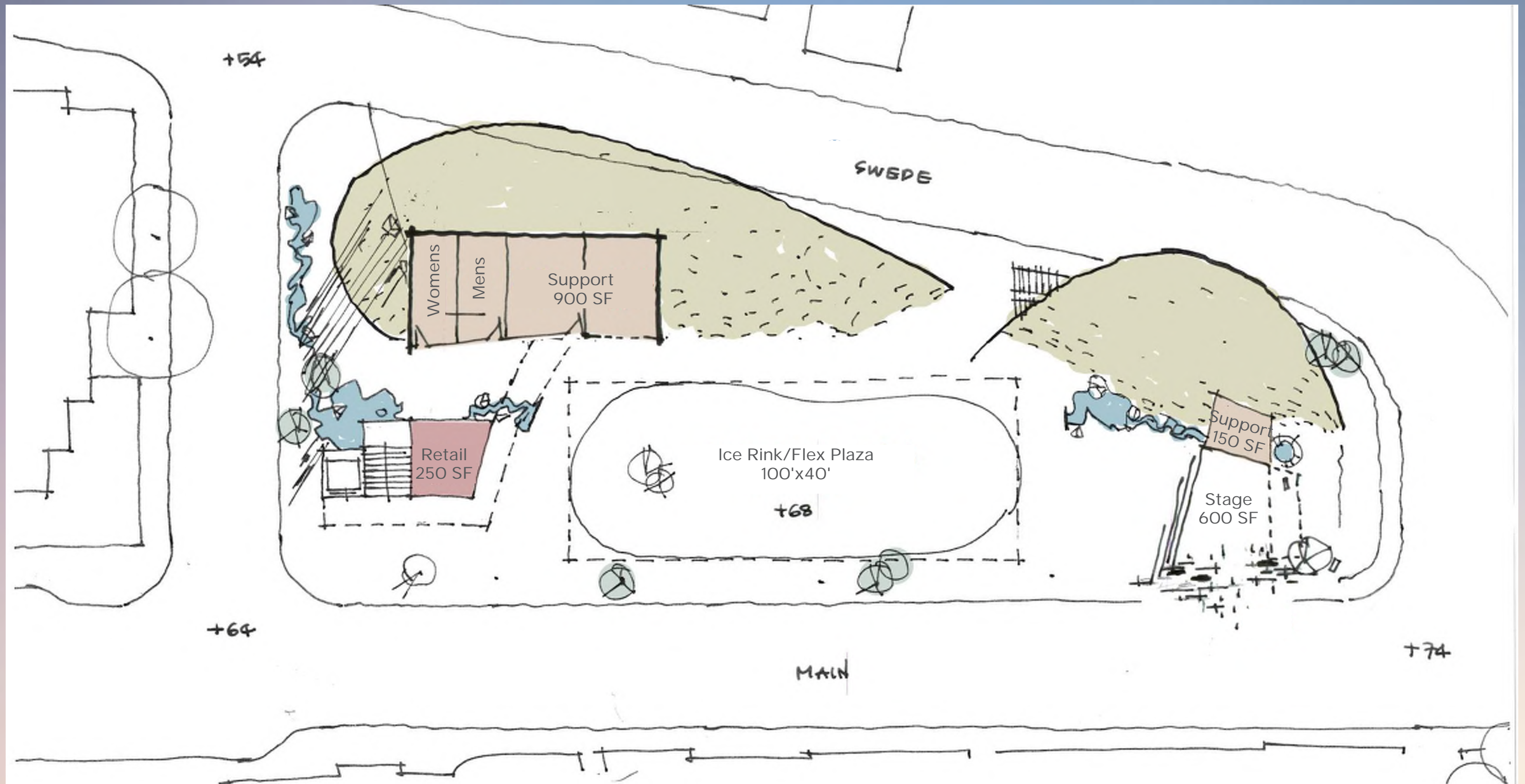
Option 2:

No parking

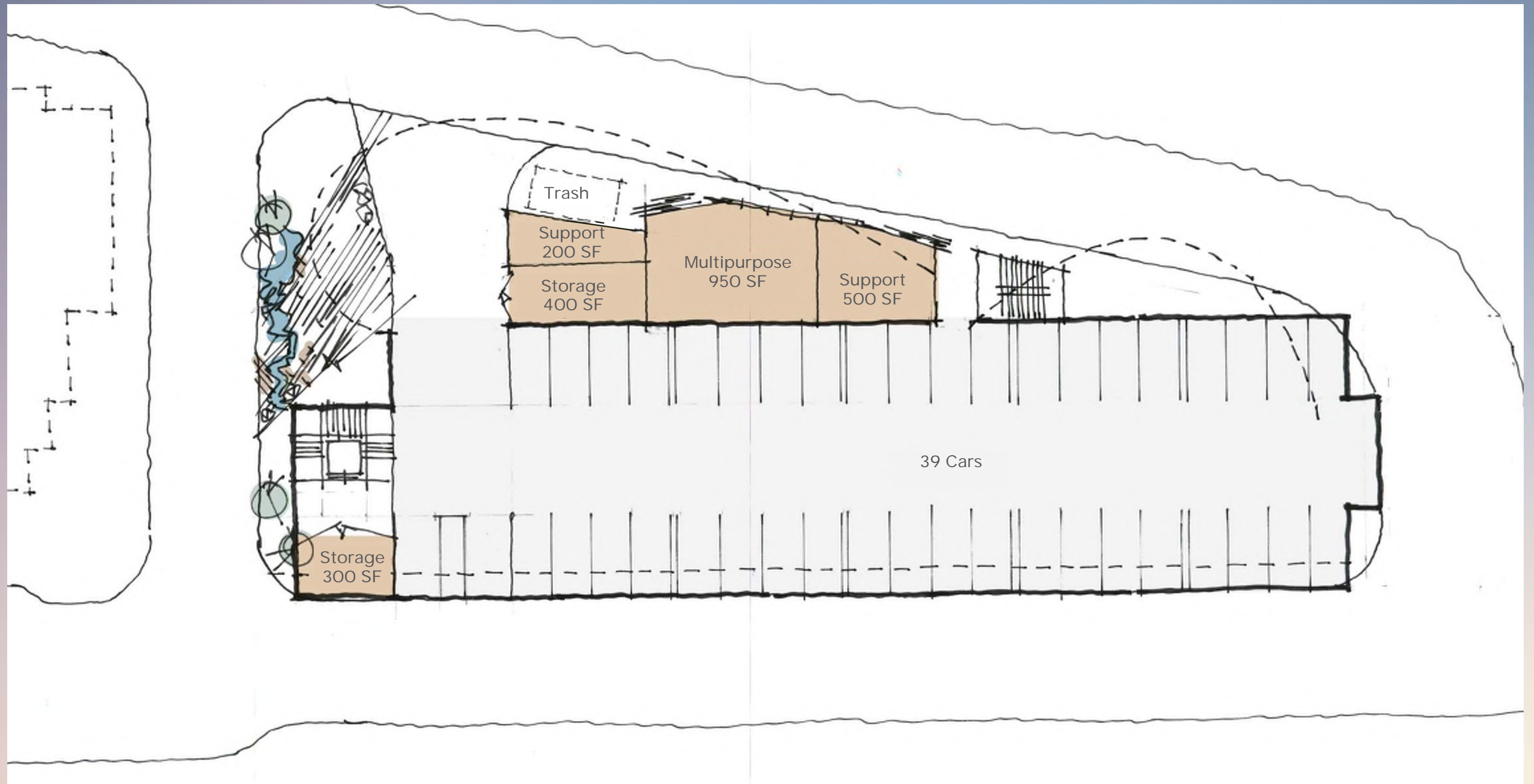
Option 3:

Reduced landforms

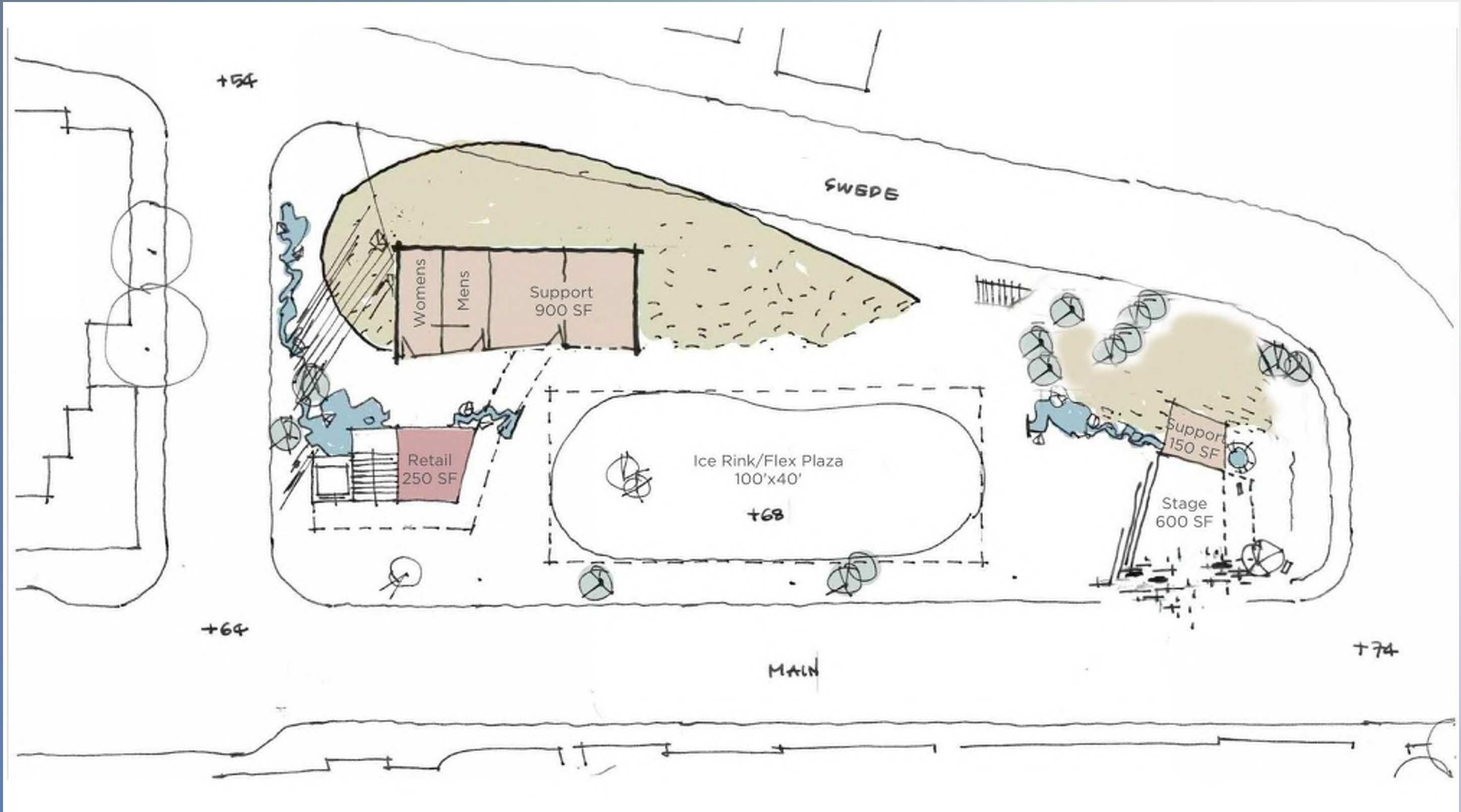
Plaza - Scheme A



Option 1



Option 3



Scheme Summaries

Scheme B

All elements in Scheme A

Catering kitchen

Multipurpose Space on the plaza

Additional retail

Expanded upper deck

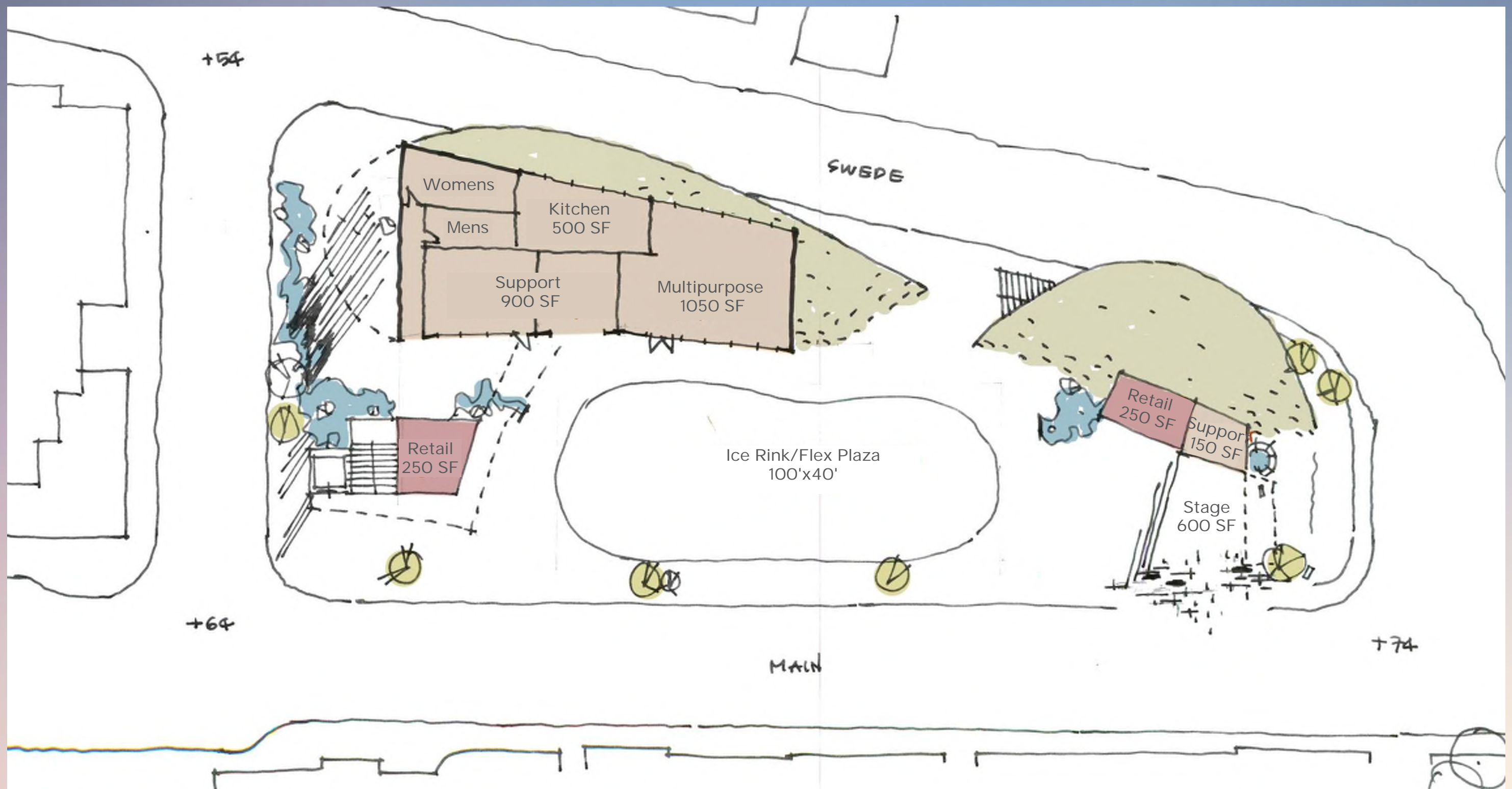
Option 1:

1 level of underground parking

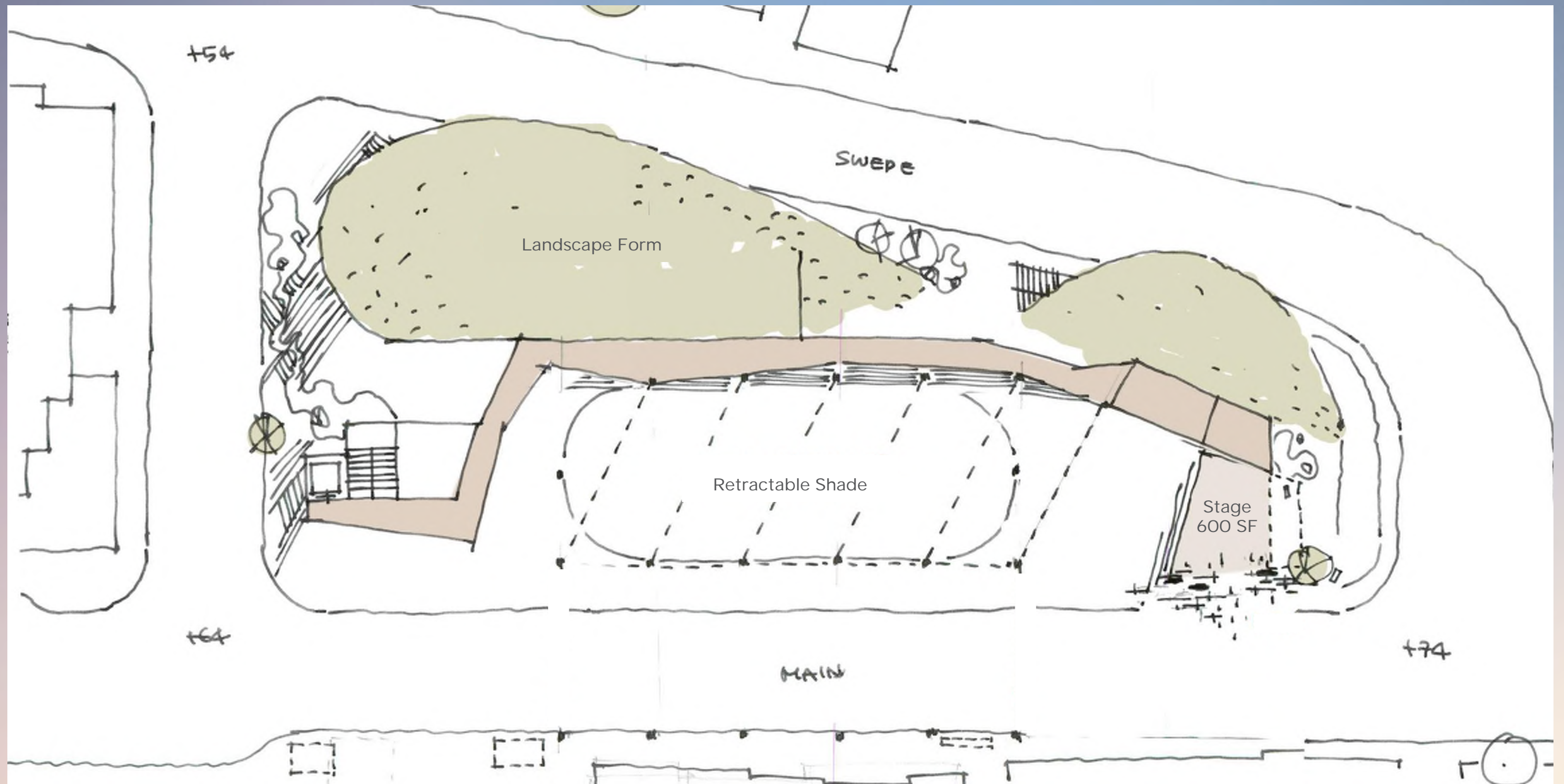
Option 2:

No parking

Plaza - Scheme B



Upper Deck - Scheme B



Scheme Summaries

Scheme C

All elements in Scheme B

Additional Multipurpose Space

Additional retail

Access to spaces from the upper deck

Northern Landform converted to green roof

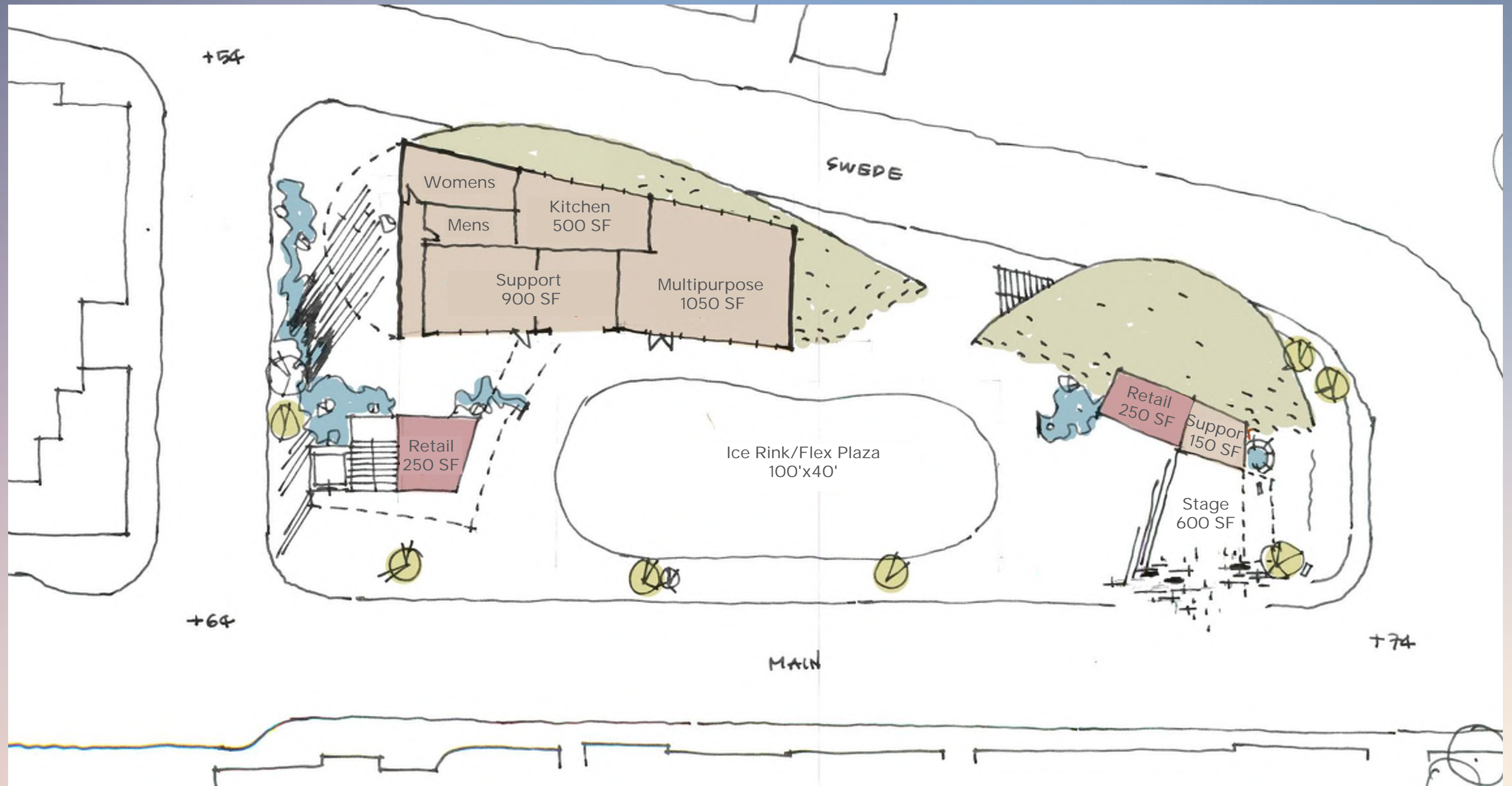
Option 1:

1 level of underground parking

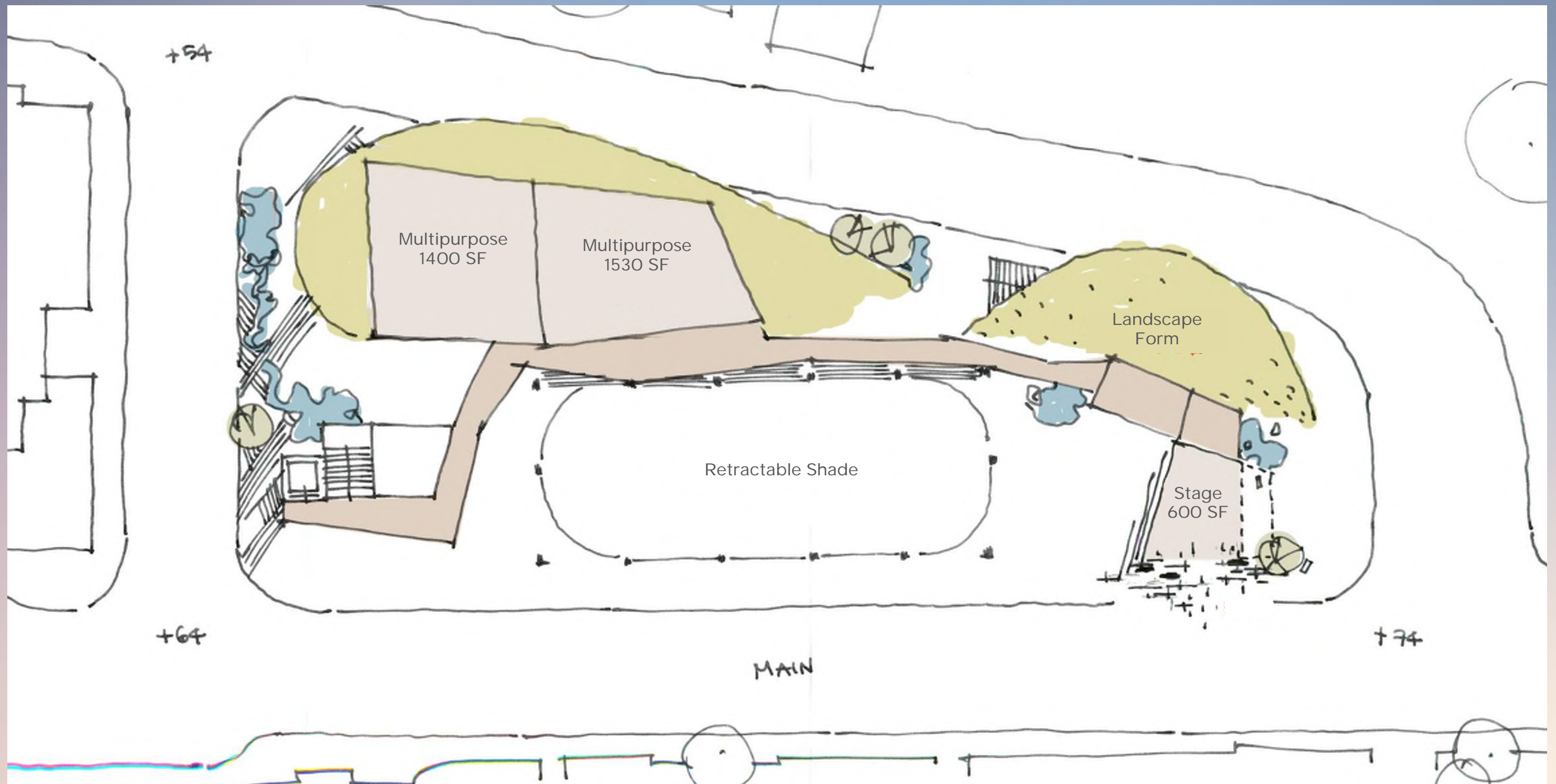
Option 2:

No parking

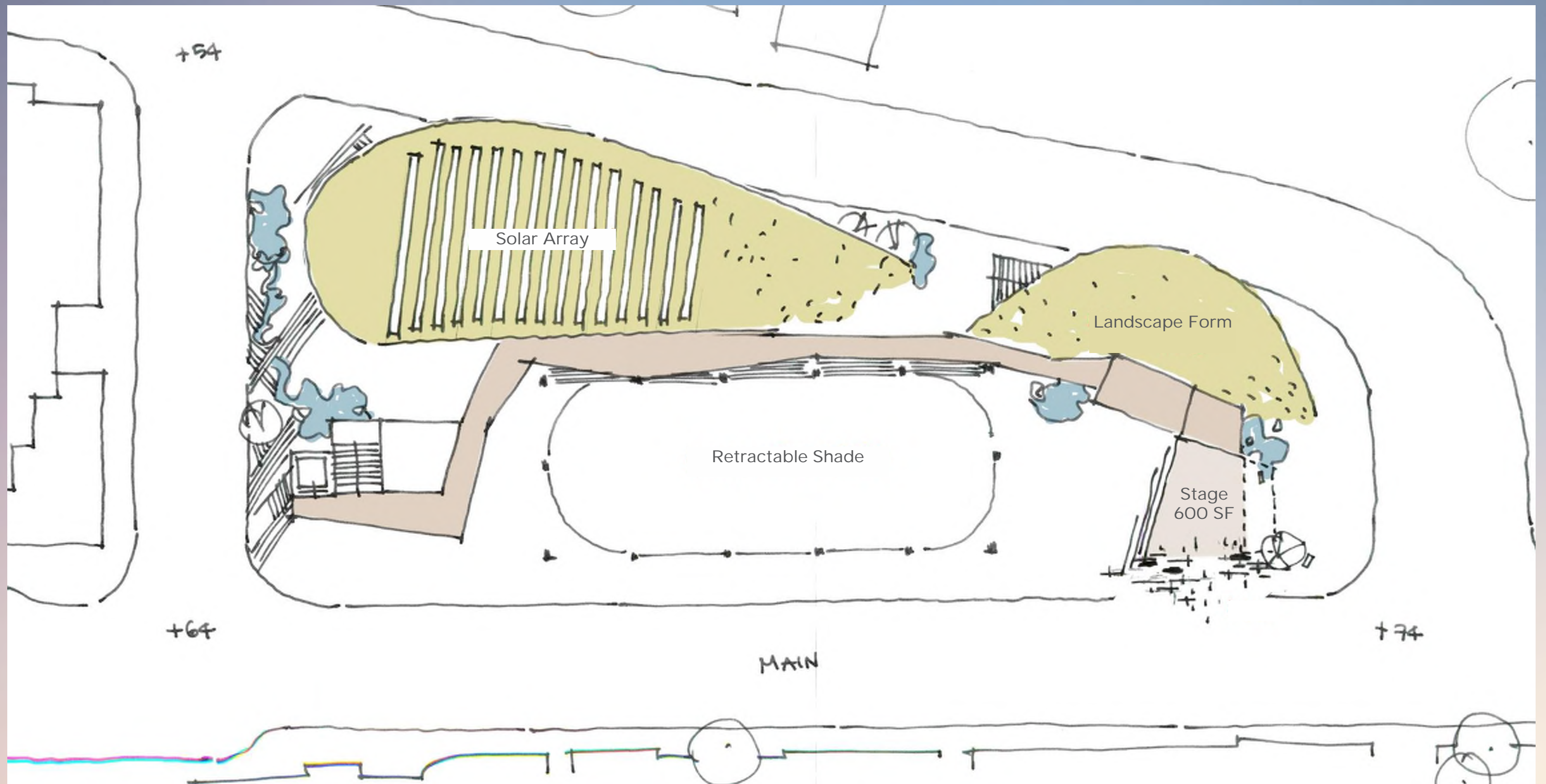
Plaza - Scheme C



Upper Deck - Scheme C



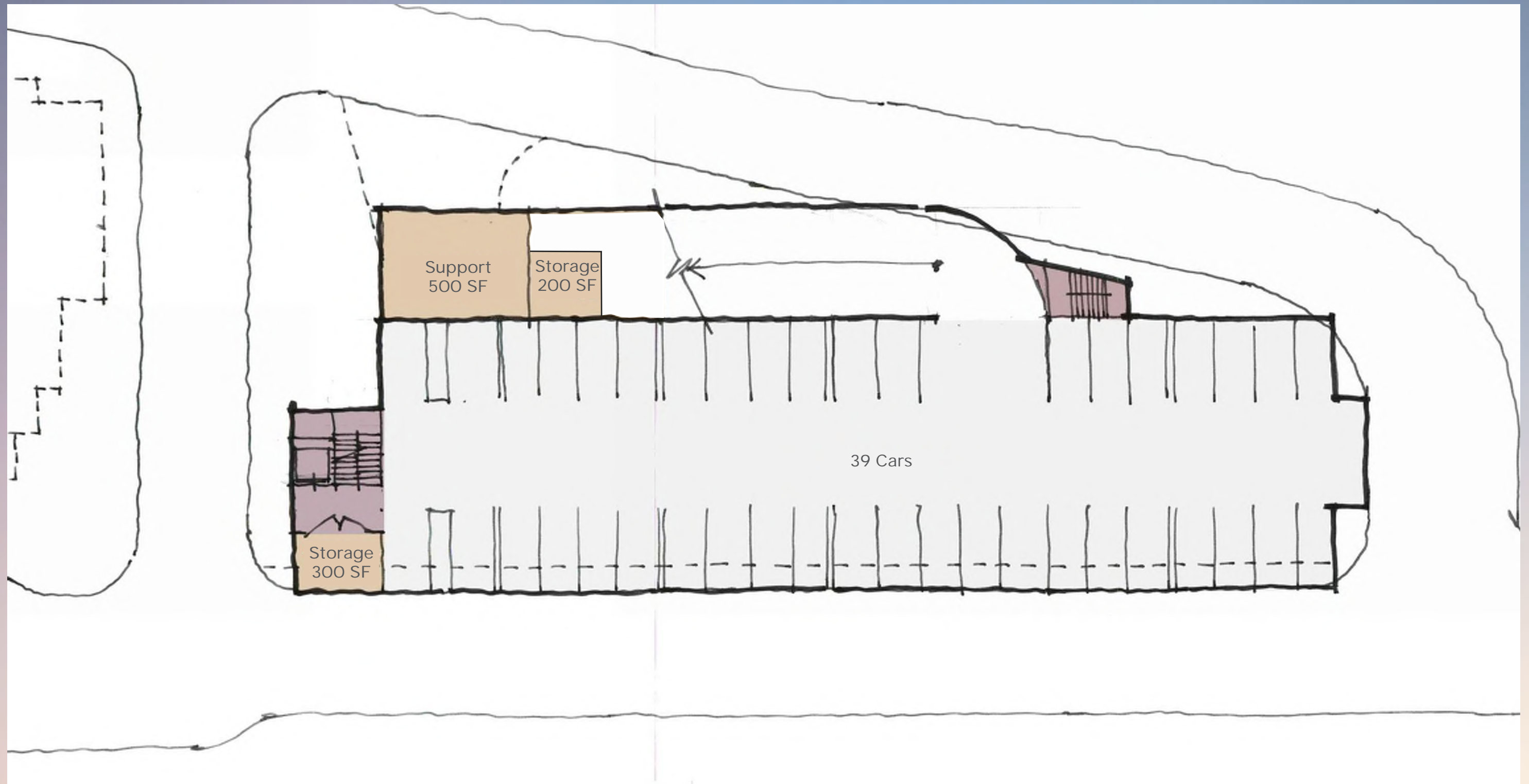
Roof - Scheme C



Additional Elements

2nd level of underground parking
Ice Rink
Water Feature
Snow Melt (active or under street)

Parking - Two Level Option





SCHEMES	SCHEME A, OPTION 1	SCHEME A, OPTION 2	SCHEME A, OPTION 3	SCHEME B, OPTION 1	SCHEME B, OPTION 2	SCHEME C, OPTION 1	SCHEME C, OPTION 2	FEATURE COST	NET ZERO COST
Base Cost	\$3,752,000.00	\$3,752,000.00	\$3,360,000.00	\$4,710,000.00	\$4,710,000.00	\$5,669,000.00	\$5,669,000.00		
1 Level of Parking	\$3,098,000.00	\$0.00	\$3,098,000.00	\$3,098,000.00	\$0.00	\$3,098,000.00	\$0.00		
Contaminated Soils	\$1,000,000.00	\$0.00	\$1,000,000.00	\$1,000,000.00	\$0.00	\$1,000,000.00	\$0.00		
Flood Plain	\$175,000.00	\$175,000.00	\$175,000.00	\$175,000	\$175,000	\$175,000.00	\$175,000.00		
Trash	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000	\$100,000	\$100,000.00	\$100,000.00		
2 Levels of Parking	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,266,000.00	\$46,000.00
Ice Rink	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$625,000.00	\$839,500.00
Ice Rink	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$150,000.00	\$34,500.00
Ice Excess Heat Snow Melt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$185,000.00	\$0.00
Active Heat Melt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000,000.00	\$1,805,500.00
Fees	\$9,343,750.00	\$4,631,050.00	\$8,892,950.00	\$10,445,450.00	\$5,732,750.00	\$11,548,300.00	\$6,835,600.00		
Net Zero Base	\$494,500.00	\$385,250.00	\$494,500.00	\$557,750.00	\$448,500.00	\$638,250.00	\$529,000.00		
Total Cost	\$9,838,250.00	\$5,016,300.00	\$9,387,450.00	\$11,003,200.00	\$6,181,250.00	\$12,186,550.00	\$7,364,600.00		



Cost Ranking

Scheme A Option 2

Scheme B Option 2

Scheme C Option 2

Scheme A Option 3

Scheme A Option 1

Scheme B Option 1

Scheme C Option 1



SCHEMES	Daily Activity	Promote Events	Encourage Stay & Play	Combine Landscape and Building Program	Multi Seasonal Use	Park-like Character	Urban Character	Promote Sustainability	Increase Flexibility	Enhances Streetscape	Serve Residents	Serve Visitors	Serve Main Street Workers	Create a Destination	Create Vibrant Edges	Decrease Revenue	Decrease O&M Requirements	Decrease Vehicle Traffic	TOTAL	COST	NET ZERO COST	TOTAL COST
Scheme A, Option 1	3	3	4	4	3	4	3	3	3	4	4	4	3	5	3	3	2	4	62	\$9,343,750.00	\$494,500.00	\$9,838,250.00
Scheme A, Option 2	1	1	4	1	2	5	2	4	2	1	3	3	3	5	2	2	3	3	47	\$4,631,050.00	\$385,250.00	\$5,016,300.00
Scheme A, Option 3	2	2	4	3	3	4	3	3	3	4	4	4	3	4	3	3	2	4	58	\$8,892,950.00	\$494,500.00	\$9,387,450.00
Scheme B, Option 1	4	4	5	5	4	3	4	2	5	5	5	5	4	5	4	4	2	4	74	\$10,445,450.00	\$557,750.00	\$11,003,200.00
Scheme B, Option 2	3	3	5	4	3	3	4	3	4	3	4	4	4	5	3	3	3	3	64	\$5,732,750.00	\$448,500.00	\$6,181,250.00
Scheme C, Option 1	5	5	5	2	5	1	5	1	3	3	1	5	5	5	5	5	2	4	67	\$11,548,300.00	\$638,250.00	\$12,186,500.00
Scheme C, Option 2	4	4	5	1	4	1	5	2	2	1	1	4	5	5	4	4	3	3	58	\$6,835,600.00	\$529,000.00	\$7,364,600.00
ADDITIONAL AMENITIES																						
2 Levels of Parking	1	1	0	0	0	0	0	-1	1	-1	1	1	0	0	-1	1	-1	1	3	\$3,266,000.00	\$46,000.00	\$3,312,000.00
Ice Rink	1	0	1	1	1	1	1	-1	-1	1	1	1	1	1	1	1	-1	0	10	\$718,750.00	\$839,500.00	\$1,558,250.00
Water Feature	1	0	1	0	0	1	1	-1	0	1	1	1	1	1	1	0	-1	0	8	\$172,500.00	\$34,500.00	\$207,000.00
Ice Rink Excess Heat Snow Melt	1	1	0	0	1	0	0	-1	1	1	0	0	0	0	0	0	-1	0	3	\$212,750.00	\$0.00	\$212,750.00
Active Snow Melt	1	1	0	0	1	0	0	-1	1	1	1	1	1	0	0	0	-1	0	6	\$1,000,000.00	\$1,805,500.00	\$2,805,500.00
Rackings shown are from 1 to 5, 5 being the most successful																						
Essential Elements include trash, restrooms, support and storage. The Option 1 Schemes include structured parking, option 2 schemes do not. Option 3 Scheme reduces land-forms from 2 to 1.																						



Use Ranking

Scheme B Option 1
Scheme C Option 1
Scheme B Option 2
Scheme A Option 1
Scheme C Option 2
Scheme A Option 3
Scheme A Option 2

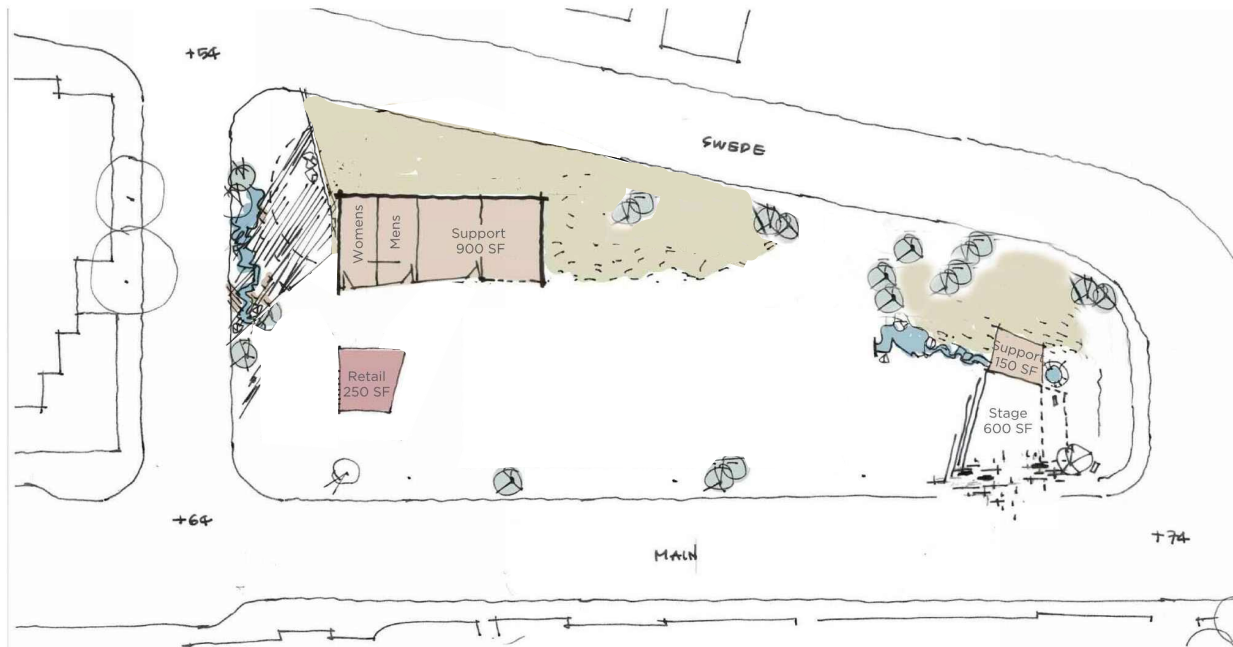
SCHEMES	Daily Activity	Promote Events	Encourage Stay & Play	Combine Landscape and Building Program	Multi Seasonal Use	Park-like Character	Urban Character	Promote Sustainability	Increase Flexibility	Enhances Streetscape	Serve Residents	Serve Visitors	Serve Main Street Workers	Create a Destination	Create Vibrant Edges	Create Revenue	Decrease O&M Requirements	Decrease Vehicle Traffic	TOTAL	COST	NET ZERO COST	TOTAL COST
Scheme A, Option 1	3	3	4	4	3	4	3	3	3	4	4	4	3	5	3	3	2	4	62	\$9,343,750.00	\$494,500.00	\$9,838,250.00
Scheme A, Option 2	1	1	4	1	2	5	2	4	2	1	3	3	3	5	2	2	3	3	47	\$4,631,050.00	\$385,250.00	\$5,016,300.00
Scheme A, Option 3	2	2	4	3	3	4	3	3	3	4	4	4	3	4	3	3	2	4	58	\$8,892,950.00	\$494,500.00	\$9,387,450.00
Scheme B, Option 1	4	4	5	5	4	3	4	2	5	5	5	5	4	5	4	4	2	4	74	\$10,445,450.00	\$557,750.00	\$11,003,200.00
Scheme B, Option 2	3	3	5	4	3	3	4	3	4	3	4	4	4	5	3	3	3	3	64	\$5,732,750.00	\$448,500.00	\$6,181,250.00
Scheme C, Option 1	5	5	5	2	5	1	5	1	3	3	1	5	5	5	5	5	2	4	67	\$11,548,300.00	\$638,250.00	\$12,186,500.00
Scheme C, Option 2	4	4	5	1	4	1	5	2	2	1	1	4	5	5	4	4	3	3	58	\$6,835,600.00	\$529,000.00	\$7,364,600.00
ADDITIONAL AMENITIES																						
2 Levels of Parking	1	1	0	0	0	0	0	-1	1	-1	1	1	0	0	-1	1	-1	1	3	\$3,266,000.00	\$46,000.00	\$3,312,000.00
Ice Rink	1	0	1	1	1	1	1	-1	-1	1	1	1	1	1	1	1	-1	0	10	\$718,750.00	\$839,500.00	\$1,558,250.00
Water Feature	1	0	1	0	0	1	1	-1	0	1	1	1	1	1	1	0	-1	0	8	\$172,500.00	\$34,500.00	\$207,000.00
Ice Rink Excess Heat Snow Melt	1	1	0	0	1	0	0	-1	1	1	0	0	0	0	0	0	-1	0	3	\$212,750.00	\$0.00	\$212,750.00
Active Snow Melt	1	1	0	0	1	0	0	-1	1	1	1	1	1	0	0	0	-1	0	6	\$1,000,000.00	\$1,805,500.00	\$2,805,500.00
Rackings shown are from 1 to 5, 5 being the most successful																						
Essential Elements include trash, restrooms, support and storage. The Option 1 Schemes include structured parking, option 2 schemes do not. Option 3 Scheme reduces land-forms from 2 to 1.																						

SCHEMES	SCHEME A, OPTION 1	SCHEME A, OPTION 2	SCHEME A, OPTION 3	SCHEME B, OPTION 1	SCHEME B, OPTION 2	SCHEME C, OPTION 1	SCHEME C, OPTION 2	FEATURE COST	NET ZERO COST
Base Cost	\$3,752,000.00	\$3,752,000.00	\$3,360,000.00	\$4,710,000.00	\$4,710,000.00	\$5,669,000.00	\$5,669,000.00		
1 Level of Parking	\$3,098,000.00	\$0.00	\$3,098,000.00	\$3,098,000.00	\$0.00	\$3,098,000.00	\$0.00		
Contaminated Soils	\$1,000,000.00	\$0.00	\$1,000,000.00	\$1,000,000.00	\$0.00	\$1,000,000.00	\$0.00		
Flood Plain	\$175,000.00	\$175,000.00	\$175,000.00	\$175,000	\$175,000	\$175,000.00	\$175,000.00		
Trash	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000	\$100,000	\$100,000.00	\$100,000.00		
2 Levels of Parking	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,266,000.00	\$46,000.00
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Ice Excess Heat Snow Melt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$185,000.00	\$0.00
Active Heat Melt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000,000.00	\$1,805,500.00
Fees	\$9,343,750.00	\$4,631,050.00	\$8,892,950.00	\$10,445,450.00	\$5,732,750.00	\$11,548,300.00	\$6,835,600.00		
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Total Cost	\$9,838,250.00	\$5,016,300.00	\$9,387,450.00	\$11,003,200.00	\$6,181,250.00	\$12,186,550.00	\$7,364,600.00		

Introduction:

At its most simplified level, the Main Street Plaza design provides the following:

- A large flat area to erect tents ranging in size from 10' x 10' to 100' x 40'
- A stage for live performances ranging in size from a single performer to a multi-piece band and film screenings
- A coffee shop to extend the Main Street street scape into the plaza area and provide access to quick, affordable food and drink for visitors to the plaza
- Restrooms
- Storage and support facilities
- Green space
- Shade trees
- Pedestrian and vehicular connection to Swede Alley
- Traffic circulation options to periodically functionally incorporate Main Street into the Plaza



Basic Plaza Scheme

The basic scheme, or “skeleton”, meets the minimum requirement to create a space to accommodate events and performances. This scheme is not “uniquely Park City” and does not promote daily, multi-seasonal use. In order to accomplish these two project goals adjustments and additions have been made to the basic or skeleton scheme.

OVERVIEW:

Each of the conceptual schemes provides a large flexible plaza area with rolling landforms for additional event seating and a park-like edge that combines soft and hardscape. Each scheme provides a new connection between Main Street and Swede Alley for car and pedestrian access. This new connection, as well as Main Street itself, is designed to provide expansion area for large events. Use of the new road and adjacent area of Main Street allows for flexible configurations for traffic flow and different types of events. The Swede Alley approach in all schemes provides an improved pedestrian experience and creates an improved street edge for the residences across the street. They also provide space for required storage, support (including trash, mechanical and electrical space) and necessary restroom facilities for the plaza and a small coffee/sandwich shop to increase daily activity. Currently all schemes provide enough interior space for ice skating rink support facilities if desired or these spaces could be used for other amenities. Any scheme would be an event space that could provide for concerts of differing sizes and festivals and markets. The difference between the schemes is the amount of programmable interior space. Any events that require access to a catering kitchen or interior multi-use space would not be served by every scheme. All schemes have the option to include a skating rink and/or a second level of parking.

The matrix is intended to facilitate comparison of the various options for development of a plaza at the current location of the Brew Pub Parking lot on Main Street. The Matrix was completed by the design team with input from the steering committee. The evaluation criteria were developed as a result of an extensive stakeholder and programming process. The scheme that most completely meets the use and design goals for the plaza is Scheme B Option 1. This option is; however, the second most expensive scheme. When structured parking is eliminated from this scheme (Scheme B Option 2) it is the third most effective option and second most affordable (\$6,181,250).

Of the five add-ons evaluated, the ice rink scores the best because it adds a focal point for daily activity in winter. The ice rink, however adds \$1,558,250 (including net zero measures) to the cost of the plaza. There are two add-ons that are the lowest scoring contributor to the functioning and use of the plaza. They are a second level of parking for a total cost of \$3,312,000 and snow melt using the excess heat from the ice rink for a total cost of \$212,750.

The matrix is divided into two sections.

SECTION 1 evaluates the three base plaza options (A, B & C) with and without one level of parking and one additional configuration for Option A with minimal landforms. The eighteen evaluation criteria are given a score of 1 – 5 based on the relative success of the option meeting the criteria – one being least successful

and five being most successful. The maximum score possible is 90 (18 x 5). The options scored between 47 on the low end and 74 on the high end.

SECTION 2 evaluates add-ons that can be included with any of the primary options (A, B & C). The add-ons are scored based on a -1, 0, +1 scale. -1 indicates that the element has a negative impact on the evaluation criteria, 0 indicates that the element has a neutral impact on the

evaluation criteria and +1 indicates that the element has a positive impact on the evaluation criteria.

Evaluation criteria are based on the goals for use and design of the plaza developed through extensive stakeholder interviews and discussions and surveys of area residents. They include:

- Daily Activity – Does the scheme provide areas and uses that are likely to result in activity (both active and passive) on a daily basis?
- Promote Events – Does the scheme provide scalable space for a variety of events?
- Encourage Stay & Play – Does the scheme provide opportunities for visitors to Main Street to spend extra time in the area before or after shopping or dining?
- Combine Landscape and Building Program – Does the scheme include hardscape and building areas for staging events and activities as well as soft scape areas for visitors to “sink into” either for individual use or for use during concerts or other events?
- Multi-Seasonal Use – Does the scheme accommodate and encourage event and daily use in all four seasons?
- Park-like Character – Does the scheme emphasize park-like characteristics (i.e. landscape, passive use areas, etc.)?
- Urban Character – Does the scheme emphasize urban plaza characteristics (i.e. hardscape, event and other active uses)?
- Promote Sustainability – This is a broad category that captures the extent to which the option will discourage driving and encourage activity as well as the balance of hard- to soft-scape, etc. It also focuses on the energy use of each scheme.
- Increase Flexibility – Is the scheme flexible enough to encourage day-to-day activity, festival type events, and performances ranging in size from 100 to 2,000?
- Enhances Streetscape – Does the scheme complete the “fabric” of Main Street by continuing the street frontage beyond the Brew Pub? Does the scheme provide solutions to activating both sides of Main Street to encourage activity all the way to the top? Does the scheme provide an “edge” to Swede Alley that enhances the residential uses on the east

side of the street? Does the scheme make a logical connection to the primary parking garages on Swede Alley?

- Serve Residents – Does the scheme provide spaces that residents are likely to use? Does the scheme minimize negative impacts on residents of the immediate area?
- Serve Visitors – Does the scheme provide spaces that visitors are likely to use?
- Serve Main Street Workers – Does the scheme provide spaces that workers are likely to use?
- Create a Destination – Does the scheme provide an opportunity for Main Street workers to say “Oh you need to go to the plaza to see /do . . . ?”: Does the scheme provide an identity for the plaza?
- Create Vibrant Edges – Does the scheme define the space and contain the energy of the plaza? Will users of the space feel comfortable within the plaza?
- Create Revenue – Do the uses on the plaza contribute to the costs of operations and maintenance?
- Decrease O & M Requirements – Do the uses on the plaza have a positive impact on the cost of O & M and daily programming?
- Decrease Vehicle Traffic – Does the scheme minimize the amount of vehicle traffic at the top of Main Street and in adjacent residential neighborhoods?

The “rankings” based on use and design (highest score for use and design is ranked #1 and lowest score for use and design is ranked #7) are:

1. Scheme B, Option 1
2. Scheme C, Option 1
3. Scheme B, Option 2
4. Scheme A, Option 1
5. Scheme C, Option 2
6. Scheme A, Option 3
7. Scheme A, Option 2

The “rankings” based on cost (Lowest cost is ranked #1 and highest cost is ranked #7) are:

1. Scheme A, Option 2
2. Scheme B, Option 2
3. Scheme C, Option 2
4. Scheme A, Option 3
5. Scheme A, Option 1
6. Scheme B, Option 1
7. Scheme C, Option 1

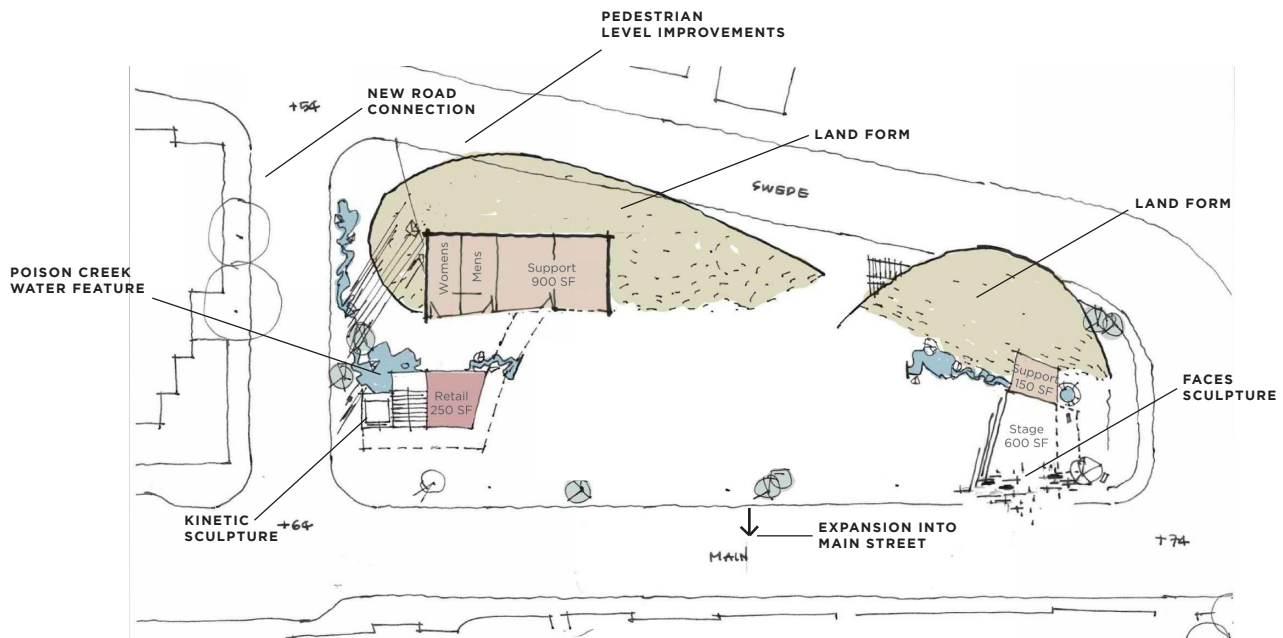
The three “Option 1” schemes are the most expensive because of the inclusion of structured parking. Option 1 is the option with one level of under plaza parking. The three “Option 2” schemes are the least expensive because structured parking is eliminated. Scheme A, Option 3 includes structured parking and reduces cost by eliminating one of the two “landforms” that are a distinctive feature of the concept.

The evaluation of each scheme and option is described below.

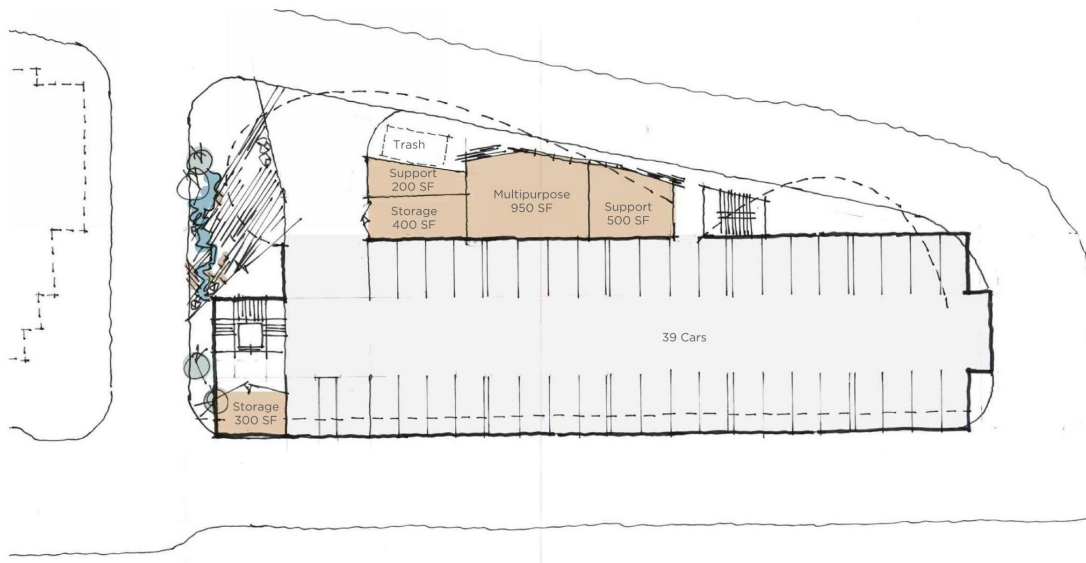
SCHEME A (BASE) OPTION 1:

Scheme A represents a minimal built presence on the plaza. This option would be the least urban scale maintaining an open space feeling as the destination at the top of Main Street. It would use the least amount of energy and result in the least amount of cost for the completion of the project. Due to the limited built environment daily activation of the space would be reduced and amenities like an ice rink should be strongly considered to increase that daily use. This scheme does not include many of the elements requested by future users of the space and recommended by the design team.

Option 1 includes one level of parking with 39 stalls, storage and support space, multi-purpose space with frontage on Swede Alley, an elevator and two staircases to the plaza level.



Plaza Scheme A (Base), Options 1 & 2



Plaza Schemes A, B & C Option 1 - Parking Level 1

Score: 62

Cost:

Total Base Cost W/ Fees	\$9,343,750
W/Net Zero	\$9,838,250

Of the seven schemes, this scheme is fourth for use and design and fifth for cost. The scheme scores relatively consistently across the board:

SCHEMES	<div>Daily Activity Promote Events Encourage Stay & Play Combine Landscape and Building Program Multi Seasonal Use Park-like Character Urban Character Promote Sustainability Increase Flexibility Enhances Streetscape Serve Residents Serve Visitors Serve Main Street Workers Create a Destination Create Vibrant Edges Decrease Revenue Decrease O&M Requirements Decrease Vehicle Traffic</div>																		TOTAL
Scheme A Option 1	3	3	4	4	3	4	3	3	3	4	4	4	3	5	3	3	2	4	62

SCHEME A WITH PARKING:

- Attracts daily activity as a result of the presence of parking, capacity for a coffee shop, and areas for visitors to sit and eat a sandwich, catch up with each other or just spend time.
- Promotes events by providing a centrally located flat area in front of the stage and adjacent to Main Street for tent and booth set up as well as audience areas for performances. Scheme A also provides a greater variety of seating options for performances including lawn seating on the landforms and an “upper deck” view on both the deck itself and upper level land forms.
- Encourages stay and play by providing hard- and soft-scape seating areas as well as restroom facilities and access to coffee/sandwiches.
- Scheme A options have less square footage dedicated to the building program. The building program in Scheme A options include necessary support structures (storage and if required water treatment/ice making) as well as restrooms, a stage and a coffee shop.
- Allows and encourages multi-seasonal use through the combination of landscaped areas for summer, fall and spring use and hardscape areas for four season use. Special events can be accommodated on the plaza area in all seasons and landforms can provide play areas for children in winter as well as summer.
- Scheme A options are the most park-like with access to all landscaped areas directly from the plaza. Scheme A options also maximizes landscaped viewing areas for performances on the stage.
- Scheme A options are the least urban of all of the options with fewer buildings.
- Scheme A promotes sustainability through the balance of landscaped with paved areas.
- Scheme A maximizes outdoor flexibility based on the balance of landscaped to paved areas. Indoor/outdoor flexibility is minimal.

- The Main Street streetscape is enhanced through the continuation of the built “fabric” beyond the brew pub by bringing activity to the Main Street level, providing a coffee shop building and stage on Main Street and encouraging activity along the street frontage. The west side of Main Street is enhanced by allowing the activity at the new plaza to “spill” onto Main Street and a design that allows for activities to enliven the opposite side of the street. The Swede Alley streetscape is enhanced by providing an enclosed area within the parking structure for multi-purpose and storage space. This provides an “edge” to Swede Alley across from the existing single family residences. Scheme A also includes pedestrian access to Swede Alley through a landscaped/paved sloping area to allow those parking at China Bridge to walk to the area.
- Scheme A serves residents by providing a park like environment for visiting and catching up with neighbors as well as landscaped play areas for children. Scheme A with parking also serves residents by allowing visitors to park without traveling through the residential neighborhoods.
- Scheme A serves visitors by providing an area where they can visit and interact with residents as well as an area to extend their visit. Scheme A with parking also provides visitors with parking.
- Scheme A serves Main Street workers by providing an area to sit and eat a sandwich and visit during their breaks during the day.
- Scheme A Option 1 received the maximum score for creating a destination because it incorporates all iconic elements in the design as well as provides a purpose for people to visit the plaza. All of these elements combine to create a destination at the top of Main Street. The iconic elements include the landforms as a representation of the importance of location and the surrounding hills and mountains to Park City as a place, the “faces” sculpture incorporated into the stage structure as a representation of the importance of the historic and current people who bring liveliness and livelihood to Park City, and the kinetic sculpture incorporated into the elevator serving the structured parking representing change and resilience both personally and economically in the history of Park City.
- Scheme A Option 1 creates vibrant edges through the placement of the stage and landforms. The landforms on the eastern edge of the plaza ensure that the energy of activities stays on the plaza and directs attention to the center of the space. The stage on the southern end of the plaza allows performances attracting 100 people to 2,000 people by extending the stage and reconfiguring the plaza area. Vibrancy along Main Street is a primary consideration of all plaza designs. Scheme A activates both sides of Main Street through the placement and design of the plaza.
- Although not a primary consideration, Scheme A Option 1 creates revenue to offset operating and maintenance costs through parking fees, stage and plaza rental, and leasing of the coffee shop.
- Scheme A Option 1 will require active programming to maximize daily and event use of the area. The Scheme does not include a robust building program that will bring additional activity to the area. The Scheme will require clearance of snow from the walkways, drive entrance, plaza, and upper deck in winter and mowing and maintenance of landscaped areas in summer.
- Scheme A Option 1 will attract vehicle traffic because of the structured parking included below the plaza level. However, because of the new connection between Swede Alley and Main Street and the presence of parking traffic in adjacent residential neighborhoods may be minimized.

Overall Scheme A Option 1 scores in the mid-range on all elements except creating a destination where it excels.

SCHEME A OPTION 2:

This option is the same layout as Scheme A Option 1 except there is no structured parking and storage and support spaces will be on the plaza level.

Score: 47

Cost:

Total Base Cost W/ Fees	\$4,631,050
W/Net Zero	\$5,016,300

Of the seven schemes, this scheme is seventh for use and design and first for cost. The scheme scores lower than Scheme A Option 1 that includes parking because of the activity that parking generates on and around the plaza. Absent other generators (such as an ice rink, comprehensive event space or other features) this scheme does not perform as well as the scheme with parking.

SCHEMES	Daily Activity	Promote Events	Encourage Stay & Play	Combine Landscape and Building Program	Multi Seasonal Use	Park-like Character	Urban Character	Promote Sustainability	Increase Flexibility	Enhances Streetscape	Serve Residents	Serve Visitors	Serve Main Street Workers	Create a Destination	Create Vibrant Edges	Create Revenue	Decrease O&M Requirements	Decrease Vehicle Traffic	TOTAL
Scheme A Option 2	1	1	4	1	2	5	2	4	2	1	3	3	3	5	2	2	3	3	47

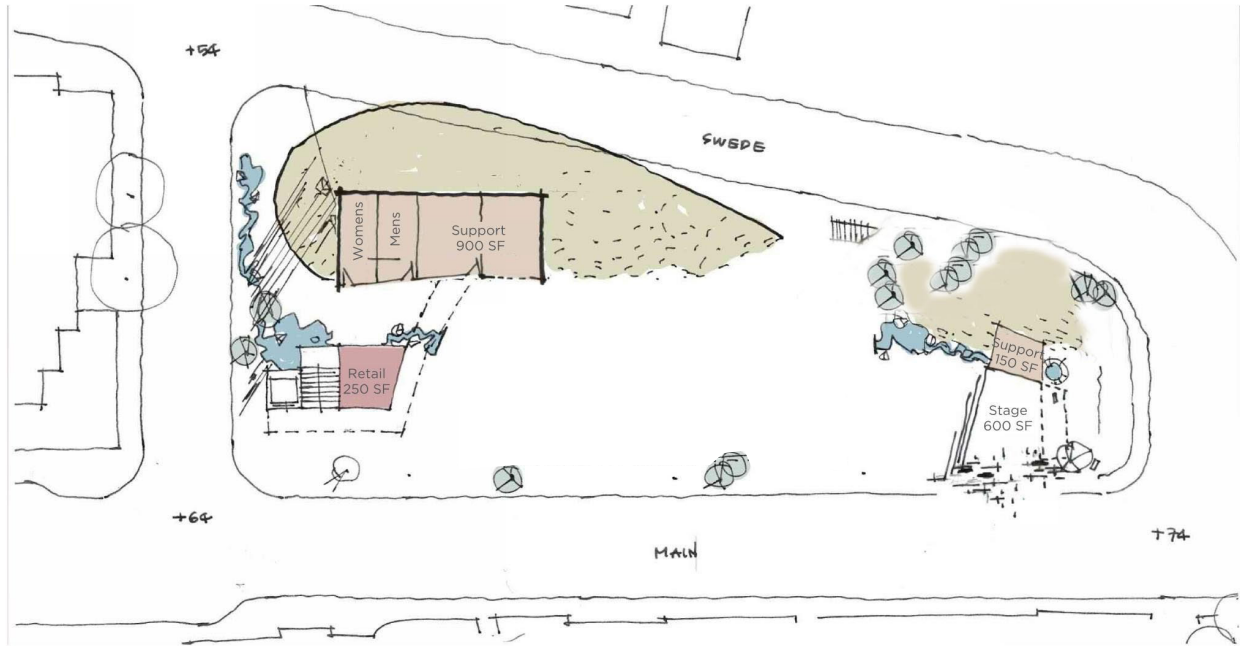
SCHEME A WITHOUT PARKING:

- Daily activity is more limited when activities are not planned on the plaza. There is not an automatic magnet for activity such as the presence of parking. Capacity for a coffee shop, and areas for visitors to sit and eat a sandwich, catch up with each other or just spend time. Continue to act as attractors for daily activity.
- Promotes events by providing a centrally located flat area in front of the stage and adjacent to Main Street for tent and booth set up as well as audience areas for performances. Scheme A also provides a greater variety of seating options for performances including lawn seating on the landforms and an “upper deck” view on both the deck itself and upper level land forms. The plaza’s performance as an event space limited by the lack of immediately adjacent parking.
- Encourages stay and play by providing hard- and soft-scape seating areas as well as restroom facilities and access to coffee/sandwiches. This scores the same as Scheme A Option 1.
- Scheme A options have less square footage dedicated to the building program. The building program in Scheme A options include necessary support structures (storage and if required water treatment/ice making) as well as restrooms, a stage and a coffee shop. This Option scores significantly lower than Option 1 with parking because of the lack of structured parking and the loss of support and storage spaces on the parking level. Storage and support spaces must be found on the plaza level reducing activated areas.
- Allows and encourages multi-seasonal use through the combination of landscaped areas for summer, fall and spring use and hardscape areas for four season use. Special events can be accommodated on the plaza area in all seasons and landforms can provide play areas for children in winter as well as summer. This option scores lower than the option with parking because people are less likely to walk the distance from other parking to the plaza in winter.

- Scheme A options are the most park-like with access to all landscaped areas directly from the plaza. Scheme A options also maximizes landscaped viewing areas for performances on the stage. This option scores better than the option with parking because it eliminates the need to provide ingress and egress for cars and eliminates the need for circulation elements between the parking structure and the plaza.
 - Scheme A options are the least urban of all of the options with fewer buildings. This option scores lower than the option with parking on urban character because of the lack of onsite parking.
 - Scheme A promotes sustainability through the balance of landscaped with paved areas. Scheme A Option 2 encourages transit or active transportation modes and reduces energy use.
 - Scheme A maximizes outdoor flexibility based on the balance of landscaped to paved areas. Indoor outdoor flexibility is minimal. This option is slightly less flexible than the option with parking because the opportunity to stage “back of house” operations in the parking structure is lost.
 - The Main Street streetscape is enhanced through the continuation of the built “fabric” beyond the brew pub by bringing activity to the Main Street level, providing a coffee shop building and stage on Main Street and encouraging activity along the street frontage. The west side of Main Street is enhanced by allowing the activity at the new plaza to “spill” onto Main Street and a design that allows for activities to enliven the opposite side of the street. The Swede Alley streetscape is minimally enhanced by an improved retaining structure to support the plaza at Main Street level. This option scores significantly lower than the option with a parking structure because the enclosed areas within the parking structure for multi-purpose and storage space are lost along with the “edge” to Swede Alley across from the existing single-family residences. This option includes pedestrian access to Swede Alley through a landscaped/paved sloping area to allow those parking at China Bridge to walk to the area.
 - Scheme A serves residents by providing a park like environment for visiting and catching up with neighbors as well as landscaped play areas for children. Scheme A without parking scores lower than Scheme A with parking because it does not address the need for visitor parking in the area and may negatively impact adjacent residential neighborhoods.
 - Scheme A serves visitors by providing an area where they can visit and interact with residents as well as an area to extend their visit. Scheme A without parking scores lower because it does not provide visitors with parking.
 - Scheme A serves Main Street workers by providing an area to sit and eat a sandwich and visit during their breaks during the day.
 - Scheme A Option 2 received the maximum score for creating a destination because it incorporates all iconic elements in the design as well as provides a purpose for people to visit the plaza. All of these elements combine to create a destination at the top of Main Street. The iconic elements include the landforms as a representation of the importance of location and the surrounding hills and mountains to Park City as a place, the “faces” sculpture incorporated into the stage structure as a representation of the importance of the historic and current people who bring liveliness and livelihood to Park City, and the kinetic sculpture incorporated into the elevator serving the structured parking representing change and resilience both personally and economically in the history of Park City.
 - Scheme A Option 2 creates vibrant edges through the placement of the stage and landforms. The landforms on the eastern edge of the plaza ensure that the energy of activities stays on the plaza and directs attention to the center of the space. The stage on the southern end of the plaza allows performances attracting 100 people to 2,000 people by extending the stage and reconfiguring the plaza area. Vibrancy along Main Street is a primary consideration of all plaza designs. Scheme A activates both sides of Main Street through the placement and design of the plaza. Option 2 scored lower on this element because of the limitations on creating a vibrant edge on the Swede Alley side resulting from the lack of useable space at the Swede Alley level.
 - Although not a primary consideration, Scheme A Option 2 creates revenue to offset operating and maintenance costs through stage and plaza rental, and leasing of the coffee shop. This option is lower than the option with parking as a result of the loss of parking revenue.
 - Scheme A Option 2 will require active programming to maximize daily and event use of the area. The Scheme does not include a robust building program that will bring additional activity to the area. The Scheme will require clearance of snow from the walkways, plaza, and upper deck in winter and mowing and maintenance of landscaped areas in summer. This option scores better than the option with parking because operations and maintenance of the parking structure is not required.
 - Scheme A Option 2 will not attract vehicle traffic to a parking area but will probably result in people circulating through the area looking for parking. Because of the new connection between Swede Alley and Main Street, traffic in adjacent residential neighborhoods may be minimized.
- Overall Scheme A Option 2 scores in the low-range on most elements except creating a destination where it excels. This option scores 15 points (24 percent) lower than the same scheme with parking.

SCHEME A OPTION 3:

This option is the same as Scheme A Option 1 and includes one level of parking with 39 stalls, storage and support space and multipurpose space on Swede Alley. This option does not include the southernmost landform that defines the southern edge of the plaza and contributes to an iconic representation of the importance of the mountains, hills and area of Park City to residents and visitors.



Plaza Scheme A, Options 3

Score: 58

Cost:	Total Base Cost W/ Fees	\$8,892,950
	W/Net Zero	\$9,387,450

Of the seven schemes, this scheme is sixth for use and design and fourth for cost. The scheme scores relatively consistently across the board:

SCHEMES	Daily Activity	Promote Events	Encourage Stay & Play	Combine Landscape and Building Program	Multi Seasonal Use	Park-like Character	Urban Character	Promote Sustainability	Increase Flexibility	Enhances Streetscape	Serve Residents	Serve Visitors	Serve Main Street Workers	Create a Destination	Create Vibrant Edges	Create Revenue	Decrease O&M Requirements	Decrease Vehicle Traffic	TOTAL
Scheme A Option 3	2	2	4	3	3	4	3	3	3	4	4	4	3	4	3	3	2	4	58

SCHEME A WITH PARKING, WITHOUT LANDFORMS:

- Attracts daily activity as a result of the presence of parking, capacity for a coffee shop, and areas for visitors to sit and eat a sandwich, catch up with each other or just spend time. The option scores slightly lower on this element because the landforms act as an attractive seating and playing area for daily visitors.
- Promotes events by providing a centrally located flat area in front of the stage and adjacent to Main Street for tent and booth set up as well as audience areas for performances. Scheme A Option 3 scores lower than other Scheme A options because the opportunity to create a greater variety of seating options for performances on the landforms is lost. The “upper deck” viewing areas are retained.
- Encourages stay and play by providing hard- and soft-scape seating areas as well as restroom facilities and access to coffee/sandwiches.
- Scheme A options have less square footage dedicated to the building program. The building program in Scheme A options include necessary support structures (storage and if required water treatment/ice making) as well as restrooms, a stage and a coffee shop. This option scores lower than other Scheme A options because of the loss of the additional landscaped areas on the landforms.
- Allows and encourages multi-seasonal use through the combination of landscaped areas for summer, fall and spring use and hardscape areas for four season use. Special events can be accommodated on the plaza area in all seasons and landforms can provide play areas for children in winter as well as summer.
- Scheme A options are the most park-like with access to all landscaped areas directly from the plaza. Scheme A options also maximizes landscaped viewing areas for performances on the stage.
- Scheme A options are the least urban of all of the options with fewer buildings.
- Scheme A promotes sustainability through the balance of landscaped with paved areas.
- Scheme A maximizes outdoor flexibility based on the balance of landscaped to paved areas. Indoor outdoor flexibility is minimal.
- The Main Street streetscape is enhanced through the continuation of the built “fabric” beyond the brew pub by bringing activity to the Main Street level, providing a coffee shop building and stage on Main Street and encouraging activity along the street frontage. The west side of Main Street is enhanced by allowing the activity at the new plaza to “spill” onto Main Street and a design that allows for activities to enliven the opposite side of the street. The Swede Alley streetscape is enhanced by providing an enclosed area within the parking structure for multi-purpose and storage space.

This provides an “edge” to Swede Alley across from the existing single-family residences. Scheme A also includes pedestrian access to Swede Alley through a landscaped/paved sloping area to allow those parking at China Bridge to walk to the area.

- Scheme A serves residents by providing a park like environment for visiting and catching up with neighbors as well as landscaped play areas for children. Scheme A with parking also serves residents by allowing visitors to park without traveling through the residential neighborhoods.
- Scheme A serves visitors by providing an area where they can visit and interact with residents as well as an area to extend their visit. Scheme A with parking also provides visitors with parking.
- Scheme A serves Main Street workers by providing an area to sit and eat a sandwich and visit during their breaks during the day.
- Scheme A Option 3 received a lower score for creating a destination because the landforms that are not included in this option are one of the key iconic elements in the design. The other two iconic elements are retained providing a purpose for people to visit the plaza. The iconic elements combine to create a destination at the top of Main Street. Ideally the iconic elements include the landforms as a representation of the importance of location and the surrounding hills and mountains to Park City as a place, the “faces” sculpture incorporated into the stage structure as a representation of the importance of the historic and current people who bring liveliness and livelihood to Park City, and the kinetic sculpture incorporated into the elevator serving the structured parking representing change and resilience both personally and economically in the history of Park City. Option 3 does not include the landform iconic element.
- Scheme A Option 3 creates vibrant edges through the placement of the stage and landforms. The landforms on the eastern edge of the plaza ensure that the energy of activities stays on the plaza and directs attention to the center of the space. The stage on the southern end of the plaza allows performances attracting 100 people to 2,000 people by extending the stage and reconfiguring the plaza area. Vibrancy along Main Street is a primary consideration of all plaza designs. Scheme A activates both sides of Main Street through the placement and design of the plaza.
- Although not a primary consideration, Scheme A Option 3 creates revenue to offset operating and maintenance costs through parking fees, stage and plaza rental, and leasing of the coffee shop.
- Scheme A Option 3 will require active programming to maximize daily and event use of the area. The Scheme does not include a robust building program that will bring additional activity to the area. The Scheme will

require clearance of snow from the walkways, drive entrance, plaza, and upper deck in winter and mowing and maintenance of landscaped areas in summer.

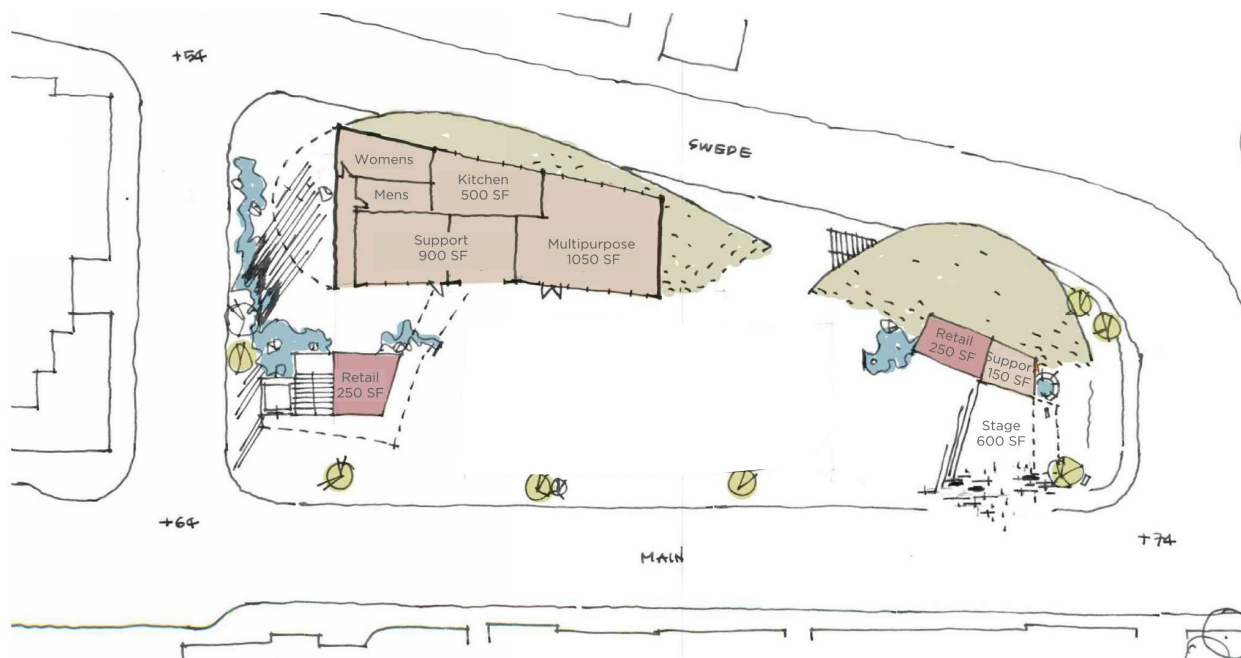
- Scheme A Option 3 will attract vehicle traffic because of the structured parking included below the plaza level. However, because of the new connection between Swede Alley and Main Street and the presence of parking traffic in adjacent residential neighborhoods may be minimized.

Overall Scheme A Option 3 scores in the mid-range on all elements. This option scores 4 points (6 percent) lower than the same scheme with landforms.

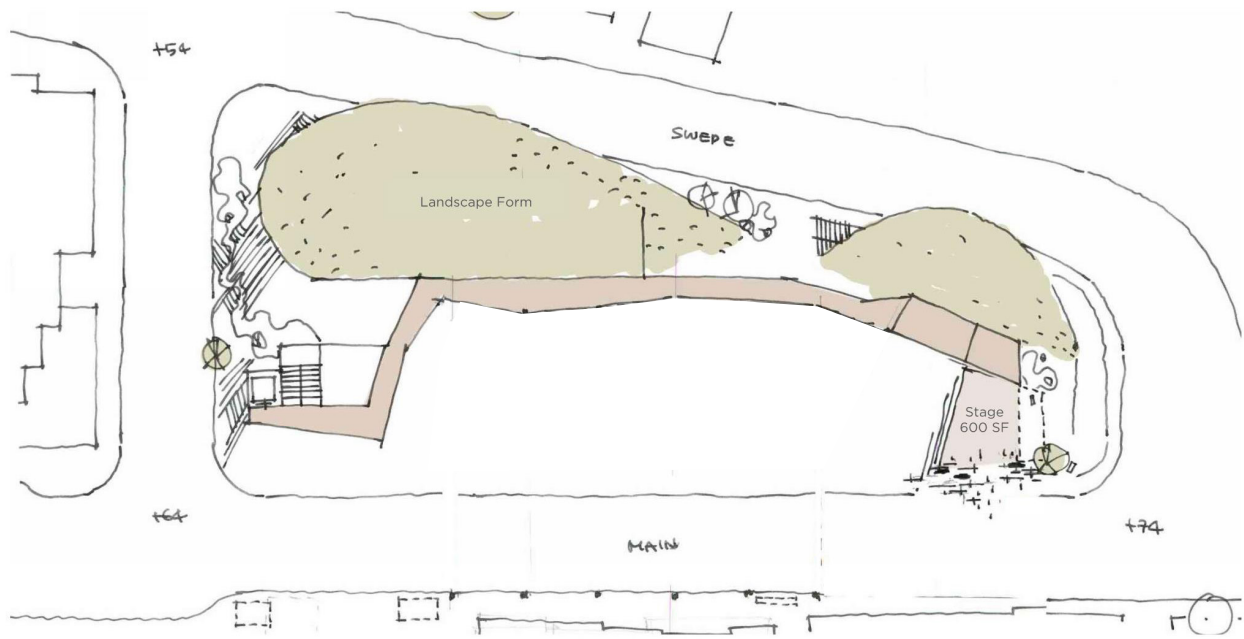
SCHEME B OPTION 1:

Scheme B adds additional interior square footage for flexible uses. This would allow for numerous non-profit and for profit organizations to utilize the space in ways not allowed for in scheme A. This scheme includes a catering kitchen for culinary events that would also allow the space to be rented out for private events. It would also allow for additional commercial space for another lower priced food option or sales spaces for temporary events which would increase daily activity. This option does require more energy to run and would require more initial cost to construct. The eastern edge of the plaza would have single story structures which would increase the density and height of the plaza structures. This would affect the relationship to the Swede Alley residents and may lend itself to one level of parking to allow for the additional interior spaces that can be accessed off of Swede that would help to develop a streetscape across from the existing residences. The land form soft scape would be integrated into around and on top of the architectural spaces allowing diverse uses. These forms would be accessible from the plaza and through the stairways on site and an upper deck could be developed for people watching and another level of activity.

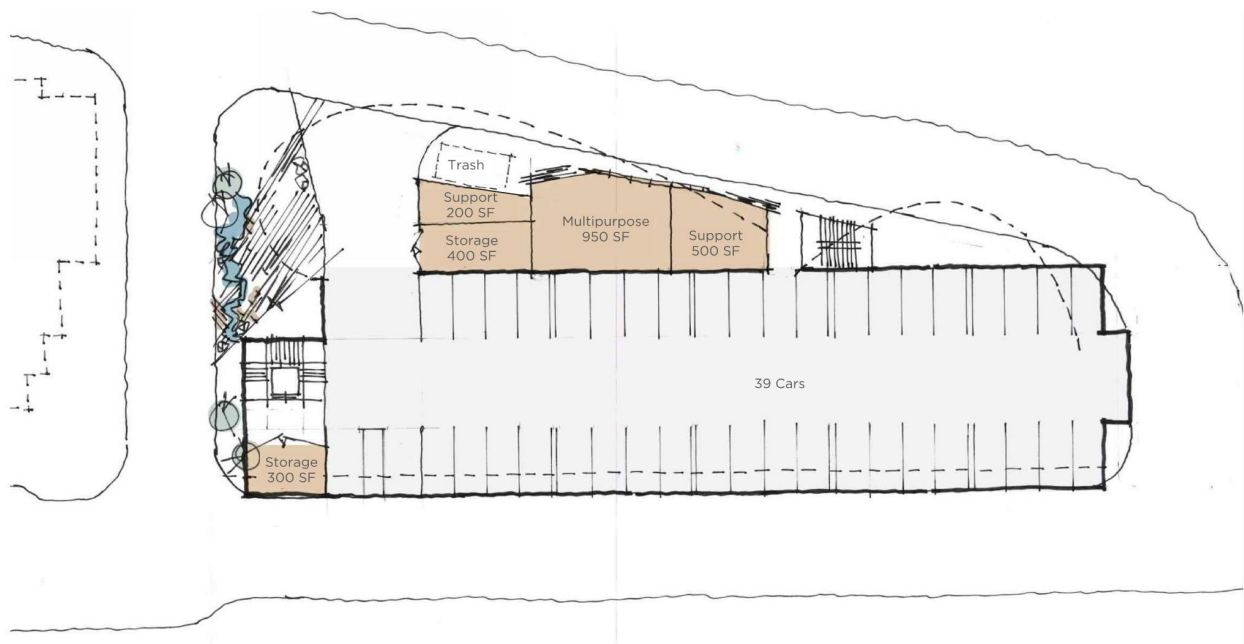
Option 1 includes one level of parking with 39 stalls, storage and support space, multi-purpose space with frontage on Swede Alley, an elevator and two staircases to the plaza level.



Plaza Scheme B Options 1 & 2 - 1st Plaza Level



Plaza Scheme B Options 1 & 2 - 2nd Plaza Level



Plaza Schemes A, B & C Option 1 - Parking Level 1

Score: 74

Cost:

Total Base Cost W/ Fees	\$10,445,450
W/Net Zero	\$11,003,200

Of the seven schemes, this scheme is first for use and design and sixth for cost. The scheme scores well across the board:

SCHEMES	Daily Activity	Promote Events	Encourage Stay & Play	Combine Landscape and Building Program	Multi Seasonal Use	Park-like Character	Urban Character	Promote Sustainability	Increase Flexibility	Enhances Streetscape	Serve Residents	Serve Visitors	Serve Main Street Workers	Create a Destination	Create Vibrant Edges	Create Revenue	Decrease O&M Requirements	Decrease Vehicle Traffic	TOTAL
Scheme B, Option 1	4	4	5	5	4	3	4	2	5	5	5	5	4	5	4	4	2	4	74

SCHEME B WITH PARKING:

- Attracts daily activity as a result of the presence of parking, capacity for a coffee shop and other small format restaurants, as well as areas for visitors to sit and eat a sandwich, catch up with each other or just spend time.
- Promotes events by providing a centrally located flat area in front of the stage and adjacent to Main Street for tent and booth set up as well as audience areas for performances. Scheme B also provides additional options for indoor events or events that combine indoor and outdoor areas. There are a variety of seating options for performances including lawn seating on the landform that reaches the plaza as well as on the “upper deck” on the deck itself and upper level land forms.
- Encourages stay and play by providing hard- and soft-scape seating areas as well as restroom facilities and access to coffee/sandwiches in two locations.
- Scheme B options have square footage dedicated to the building program. The building program in Scheme B options include necessary support structures (storage and if required water treatment ice making) as well as restrooms, a stage, two coffee/sandwich shops and multi-purpose space for community events, art displays, classes, or meetings.
- Allows and encourages multi-seasonal use through the combination of landscaped areas for summer, fall and spring use and hardscape areas for four season use. Special events can be accommodated on the plaza area and buildings in all seasons and landforms can provide play areas for children in winter as well as summer.
- Scheme B options combine park-like access to landscaped areas from the plaza or upper level deck with buildings intended to increase functionality.
- Scheme B options strike a balance between urban and park-like features.
- Scheme B scores lower on sustainability than Scheme A because of the additional energy demands of the building program.
- Scheme B maximizes overall flexibility based on the balance of landscaped to paved areas and Indoor outdoor flexibility.
- The Main Street streetscape is enhanced through the continuation of the built “fabric” beyond the brew pub by bringing activity to the Main Street level, providing a coffee shop building and stage on Main Street and encouraging activity along the street frontage. The west side of Main Street is enhanced by allowing the activity at the new plaza to “spill” onto Main Street and a design that allows for activities to enliven the opposite side of the street. The Swede Alley streetscape is enhanced by providing an enclosed area within the parking structure for multi-purpose and storage space. This provides an “edge” to Swede Alley across from the existing single-family residences. Scheme B also includes pedestrian access to Swede Alley through a landscaped/paved sloping area to allow those parking at China Bridge to walk to the area.

- Scheme B serves residents by providing park-like areas for visiting and catching up with neighbors as well as landscaped play areas for children. Scheme B serves residents by providing indoor spaces for classes, community events and meetings Scheme B with parking also serves residents by allowing visitors to park without traveling through the residential neighborhoods.
- Scheme B serves visitors by providing an area where they can visit and interact with residents as well as an area to extend their visit. Scheme B also increases the type and number of special events that can be hosted at the plaza throughout the year as a result of the building program. Scheme B with parking also provides visitors with parking.
- Scheme B serves Main Street workers by providing an area to sit and eat a sandwich and visit during their breaks during the day.
- Scheme B Option 1 received the maximum score for creating a destination because it incorporates all iconic elements in the design as well as provides a purpose for people to visit the plaza. All of these elements combine to create a destination at the top of Main Street. The iconic elements include the landforms as a representation of the importance of location and the surrounding hills and mountains to Park City as a place, the “faces” sculpture incorporated into the stage structure as a representation of the importance of the historic and current people who bring liveliness and livelihood to Park City, and the kinetic sculpture incorporated into the elevator serving the structured parking representing change and resilience both personally and economically in the history of Park City.
- Scheme B Option 1 creates vibrant edges through the placement of the stage and landforms. The landforms on the eastern edge of the plaza ensure

that the energy of activities stays on the plaza and directs attention to the center of the space. The stage on the southern end of the plaza allows performances attracting 100 people to 2,000 people by extending the stage and reconfiguring the plaza area. Vibrancy along Main Street is a primary consideration of all plaza designs. Scheme B activates both sides of Main Street through the placement and design of the plaza.

- Although not a primary consideration, Scheme B Option 1 creates revenue to offset operating and maintenance costs through parking fees, stage and plaza rental, and leasing of the coffee/sandwich shops. Scheme B also allows for the option to rent out the multipurpose space.
- Scheme B Option 1 will require ongoing operations and maintenance of the additional buildings included on the plaza. In addition, active programming to maximize daily and event use of the area is needed. The Scheme will require clearance of snow from the walkways, drive entrance, plaza, and upper deck in winter and mowing and maintenance of landscaped areas in summer as well as cleaning, set up and maintenance of the buildings.
- Scheme B Option 1 will attract vehicle traffic because of the structured parking included below the plaza level. However, because of the new connection between Swede Alley and Main Street and the presence of parking traffic in adjacent residential neighborhoods may be minimized.

Overall, Scheme B Option 1 scores in the mid- to high-range on all elements, including creating a destination, where it excels. This option scores 12 points (19 percent) higher than Scheme A Option 1 because of the added plaza activation associated with the building program.

SCHEME B OPTION 2:

This option is the same layout as Scheme B Option 1 except there is no structured parking and storage and support spaces will be on the plaza level.

Score: 64

Cost:

Total Base Cost W/ Fees	\$5,732,750
W/Net Zero	\$6,181,250

Of the seven schemes, this scheme is third for use and design and second for cost. The scheme scores well across the board except where access to parking and the use of the parking areas for staging benefit the design in Option 1.

SCHEMES	Daily Activity	Promote Events	Encourage Stay & Play	Combine Landscape and Building Program	Multi Seasonal Use	Park-like Character	Urban Character	Promote Sustainability	Increase Flexibility	Enhances Streetscape	Serve Residents	Serve Visitors	Serve Main Street Workers	Create a Destination	Create Vibrant Edges	Create Revenue	Decrease O&M Requirements	Decrease Vehicle Traffic	TOTAL
Scheme B, Option 2	3	3	5	4	3	3	4	3	4	3	4	4	4	5	3	3	3	3	64

SCHEME B WITHOUT PARKING:

- Attracts daily activity as a result of capacity for a coffee shop and other small format restaurants, as well as areas for visitors to sit and eat a sandwich, catch up with each other or just spend time. Scores slightly lower than Option 1 because of the lack of onsite parking.
- Promotes events by providing a centrally located flat area in front of the stage and adjacent to Main Street for tent and booth set up as well as audience areas for performances. Scheme B also provides additional options for indoor events or events that combine indoor and outdoor areas. There are a variety of seating options for performances including lawn seating on the landform that reaches the plaza as well as on the “upper deck” on the deck itself and upper level land forms. This option scores lower than option 1 because event operators may be less inclined to use the area without onsite or immediately adjacent parking.
- Encourages stay and play by providing hard- and soft-scape seating areas as well as restroom facilities and access to coffee/sandwiches in two locations.
- Scheme B options have square footage dedicated to the building program. The building program in Scheme B options include necessary support structures (storage and if required water treatment/ice making) as well as restrooms, a stage, two coffee/sandwich shops and multi-purpose space for community events, art displays, classes, or meetings. Scores slightly lower than Option 1 because more of the on-plaza building program will be dedicated to support and storage that are programmed for the parking level in Option 1.
- Allows and encourages multi-seasonal use through the combination of landscaped areas for summer, fall and spring use and hardscape areas for four season use. Special events can be accommodated on the plaza area and buildings in all seasons and landforms can provide play areas for children in winter as well as summer. Scores lower than Option 1 because on-site parking in winter is a benefit.
- Scheme B options combine park-like access to landscaped areas from the plaza or upper level deck with buildings intended to increase functionality.
- Scheme B options strike a balance between urban and park-like features.
- Scheme B scores lower on sustainability than Scheme A because of the additional energy demands of the building program. Option 2 encourages transit and active transportation modes.
- Scheme B maximizes overall flexibility based on the balance of landscaped to paved areas and Indoor/outdoor flexibility. Option 2 scores slightly lower than Option 1 because of the inclusion of storage and support areas on the plaza level.
- The Main Street streetscape is enhanced through the continuation of the built “fabric” beyond the brew pub by bringing activity to the Main Street level, providing a coffee shop building and stage on Main Street and encouraging activity along the street frontage. The west side of Main Street is enhanced by allowing the activity at the new plaza to “spill” onto Main Street and a design that allows for activities to enliven the opposite side of the street. Scheme B also includes pedestrian access to Swede Alley through a landscaped/paved sloping area to allow

those parking at China Bridge to walk to the area. Option 2 scored lower on this element because of the limitations on creating a vibrant edge on the Swede Alley side resulting from the lack of useable space at the Swede Alley level.

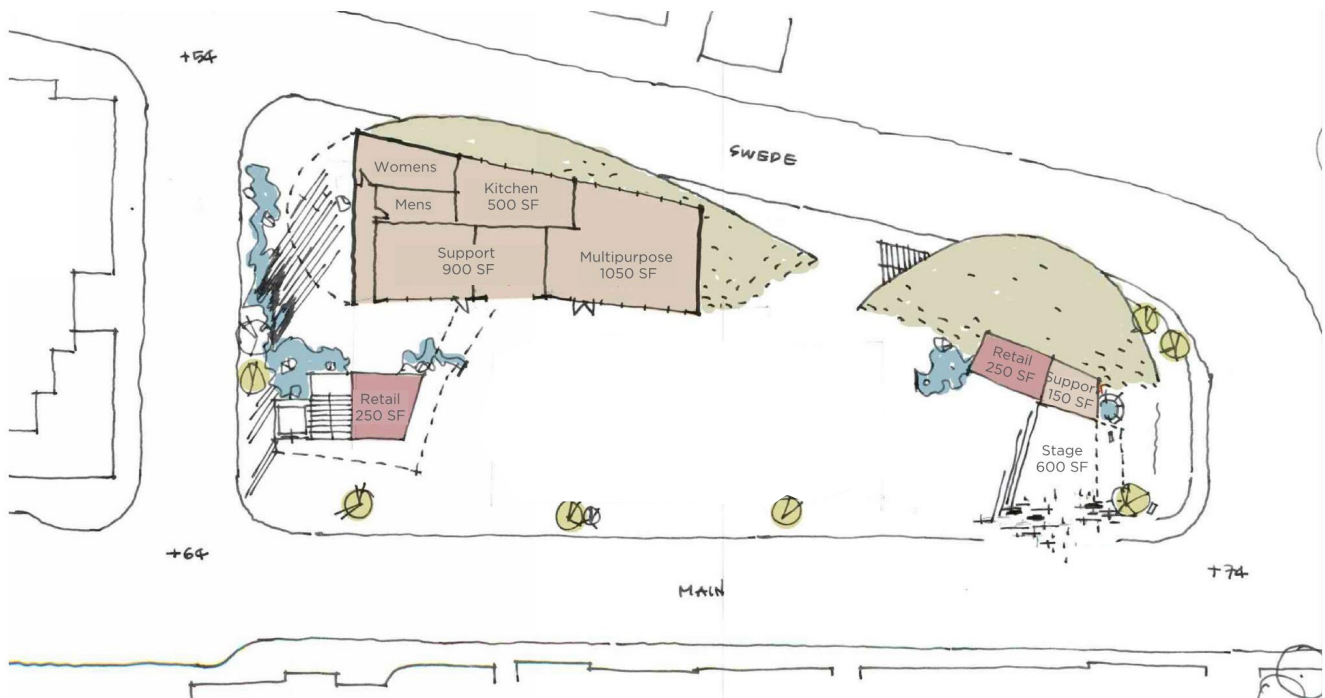
- Scheme B serves residents by providing park-like areas for visiting and catching up with neighbors as well as landscaped play areas for children. Scheme B without parking scores lower than Scheme B with parking because it does not address the need for visitor parking in the area and may negatively impact adjacent residential neighborhoods. Scheme B also serves residents by providing indoor spaces for community events and meetings.
- Scheme B serves visitors by providing an area where they can visit and interact with residents as well as an area to extend their visit. Scheme B also increases the type and number of special events that can be hosted at the plaza throughout the year as a result of the building program. Scheme B without parking scores lower because of the distance to available parking areas.
- Scheme B serves Main Street workers by providing an area to sit and eat a sandwich and visit during their breaks during the day.
- Scheme B Option 2 received the maximum score for creating a destination because it incorporates all iconic elements in the design as well as provides a purpose for people to visit the plaza. All of these elements combine to create a destination at the top of Main Street. The iconic elements include the landforms as a representation of the importance of location and the surrounding hills and mountains to Park City as a place, the “faces” sculpture incorporated into the stage structure as a representation of the importance of the historic and current people who bring liveliness and livelihood to Park City, and the kinetic sculpture incorporated into the elevator serving the structured parking representing change and resilience both personally and economically in the history of Park City.
- Scheme B Option 2 creates vibrant edges through the placement of the stage and landforms. The landforms on the eastern edge of the plaza ensure that the energy of activities stays on the plaza and directs attention to the center of the space. The stage on the southern end of the plaza allows performances attracting 100 people to 2,000 people by extending the stage and reconfiguring the plaza area. Vibrancy along Main Street is a primary consideration of all plaza designs. Scheme B activates both sides of Main Street through the placement and design of the plaza.
- Although not a primary consideration, Scheme B Option 2 creates revenue to offset operating and maintenance costs through stage and plaza rental, and leasing of the coffee and sandwich shops.
- Scheme B Option 2 will require ongoing operations and maintenance of the additional buildings included on the plaza. In addition, active programming to maximize daily and event use of the area is needed. The Scheme will require clearance of snow from the walkways, plaza, and upper deck in winter and mowing and maintenance of landscaped areas in summer as well as cleaning, set up and maintenance of the buildings.
- Scheme B Option 2 will not attract vehicle traffic to a parking area but will probably result in people circulating through the area looking for parking. Because of the new connection between Swede Alley and Main Street, traffic in adjacent residential neighborhoods may be minimized.

Overall, Scheme B Option 2 scores in the mid-range on all elements, except creating a destination, where it excels. This option scores 10 points (14 percent) lower than Scheme B Option 1 because of the removal of onsite parking. The option scores 17 points (36 percent) higher than Scheme A Option 2 (without parking) because of the added plaza activation associated with the building program.

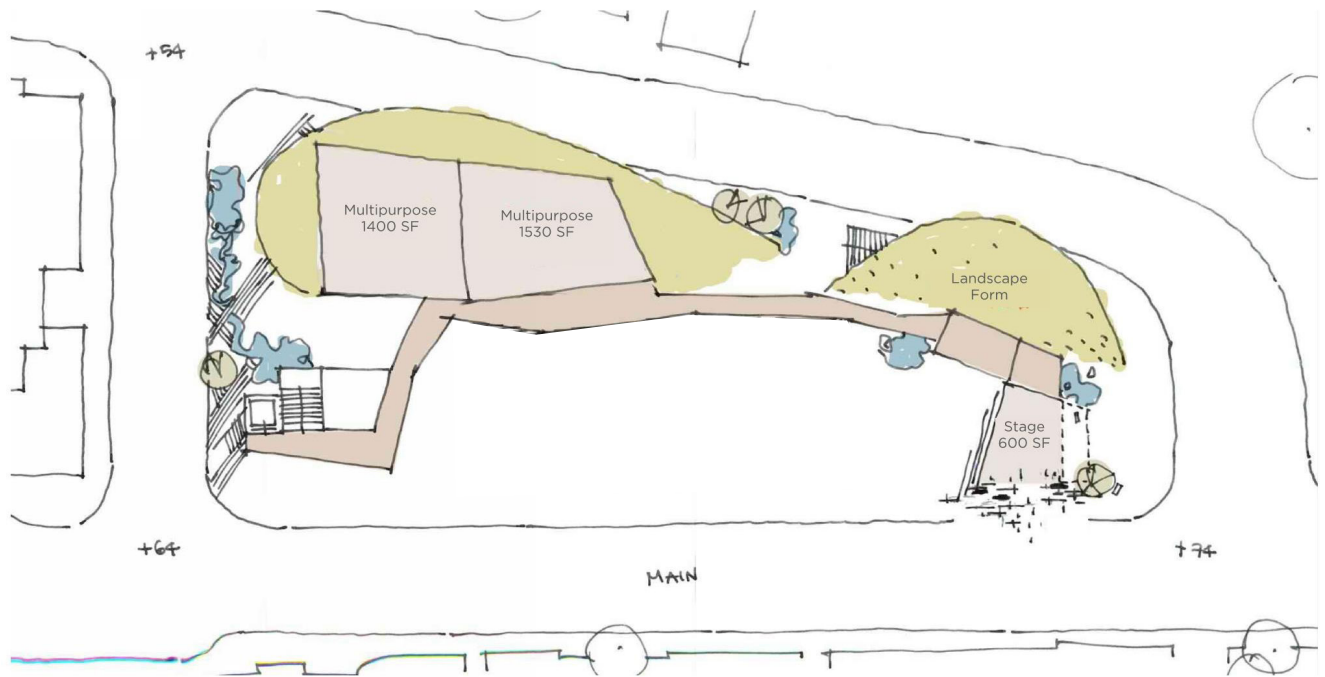
SCHEME C OPTION 1:

Scheme C takes scheme B even further by adding another level of interior space off the upper deck. This would allow for even more flexibility of interior space use including more commercial opportunity on the plaza level and more space for rotating art exhibits. Again this option would require even more energy to run and more initial cost to construct. This scheme would continue the urban nature of Main Street all the way to the stage at the Southern end of the plaza and would start to exceed height restrictions on Swede Alley without setbacks in the structures. The impact to Swede resident would be even greater than in scheme B again lending itself to one level of parking. The land form soft scape would be more limited due to height restrictions so the balance of soft and hardscape would be less equal though this would allow for roof surface where all site renewable energy could be located.

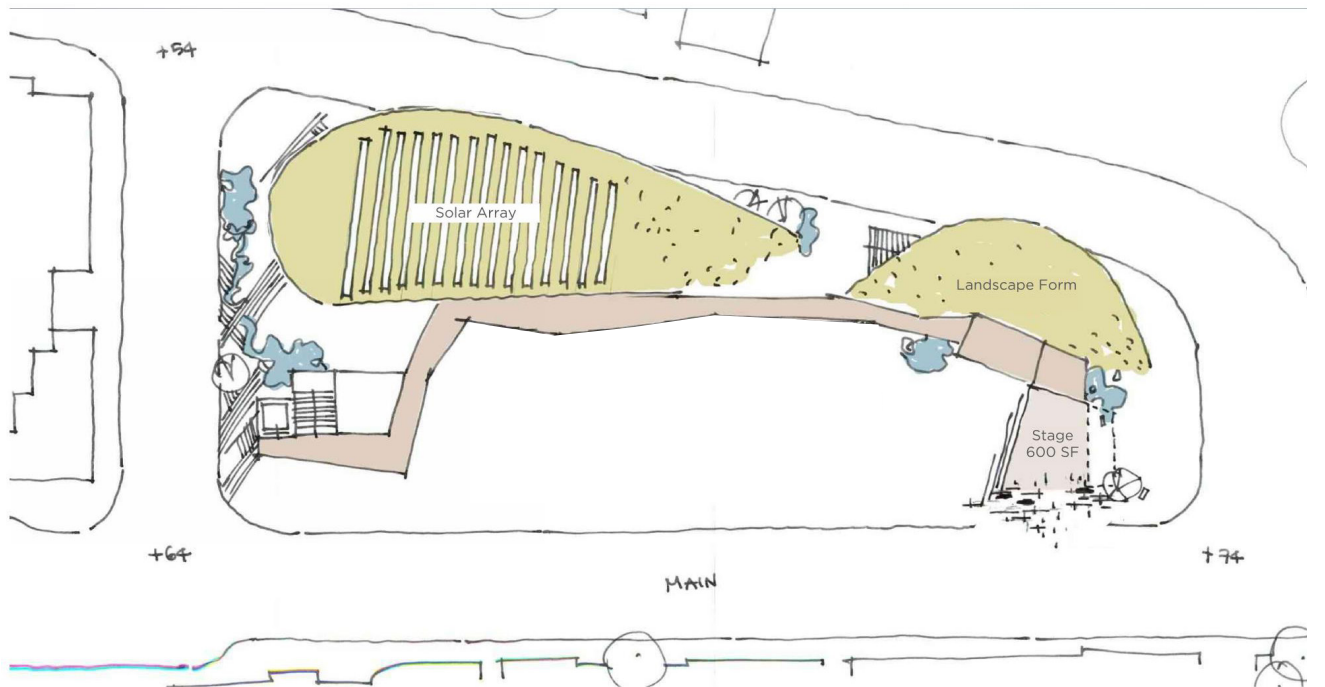
Option 1 includes one level of parking with 39 stalls, storage and support space, multi-purpose space with frontage on Swede Alley, an elevator and two staircases to the plaza level.



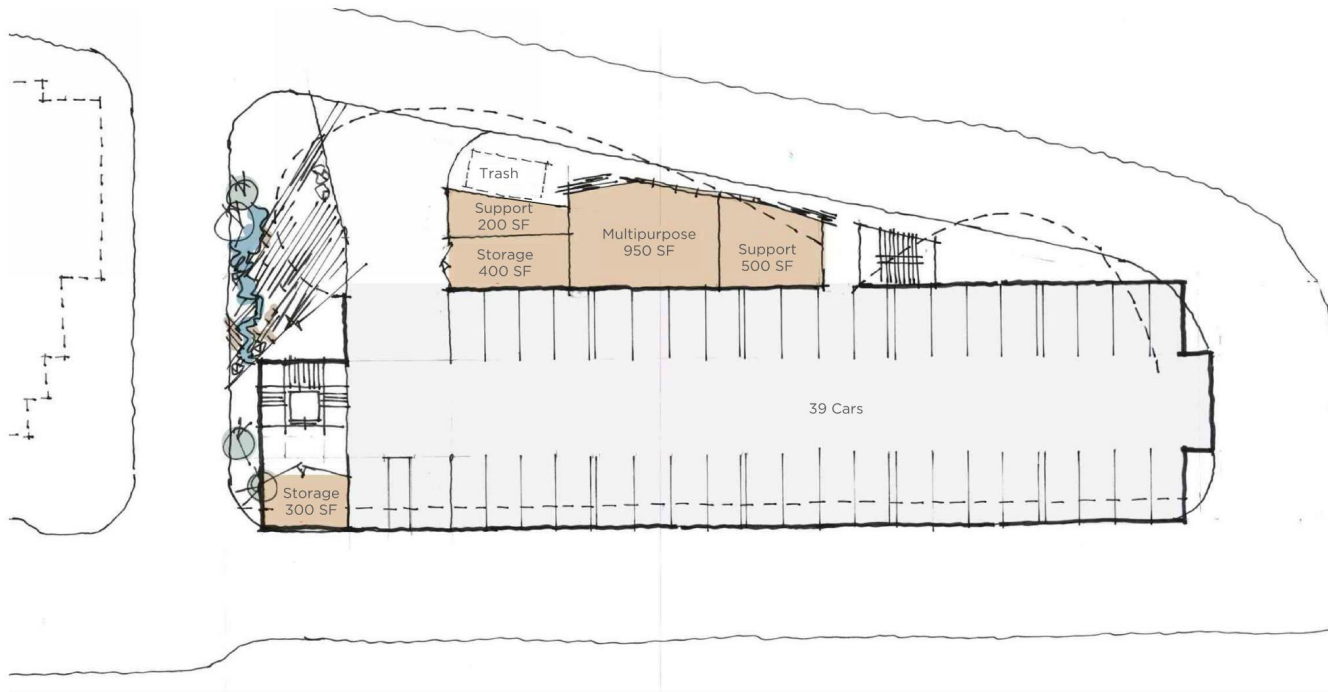
Plaza Scheme C Options 1 & 2 - 1st Plaza Level



Plaza Scheme C Options 1 & 2 - 2nd Plaza Level



Plaza Scheme C Options 1 & 2 - 3rd Plaza Level



Plaza Schemes A, B & C Option 1 - Parking Level 1

Score: 67

Cost:

Total Base Cost W/ Fees	\$11,548,300
W/Net Zero	\$12,186,550

Of the seven schemes, this scheme is second for use and design and seventh for cost. The scheme scores well across the board:

SCHEMES	<div>Daily Activity Promote Events Encourage Stay & Play Combine Landscape and Building Program Multi Seasonal Use Park-like Character Urban Character Promote Sustainability Increase Flexibility Enhances Streetscape Serve Residents Serve Visitors Serve Main Street Workers Create a Destination Create Vibrant Edges Decrease Revenue Decrease O&M Requirements Decrease Vehicle Traffic</div>																		TOTAL
Scheme C, Option 1	5	5	5	2	5	1	5	1	3	3	1	5	5	5	5	5	2	4	67

SCHEME C WITH PARKING:

- Attracts daily activity as a result of the presence of parking, capacity for a coffee shop and other small format restaurants, as well as areas for visitors to sit and eat a sandwich, catch up with each other or just spend time. Receives the highest score possible for this element because of the additional opportunities\ associated with the expanded building program.
- Promotes events by providing a centrally located flat area in front of the stage and adjacent to Main Street for tent and booth set up as well as audience areas for performances. Scheme C also provides additional options for indoor events or events that combine indoor and outdoor areas. There are a variety of seating options for performances including lawn seating on the landform that reaches the plaza as well as on the “upper deck” on the deck itself and upper level land forms. This option receives the highest score possible for this element because of the additional, available multi-purpose space allowing more and larger activities on the plaza, but with the increased building program seating on the landform will be reduced.
- Encourages stay and play by providing hard- and soft-scape seating areas as well as restroom facilities and access to coffee/sandwiches in two or more locations.
- Scheme C options have the greatest amount of square footage dedicated to the building program. The building program in Scheme C options include necessary support structures (storage and if required water treatment/ice making) as well as restrooms, a stage, two or more coffee/sandwich shops and additional multi-purpose space for community events, art displays, classes, or meetings. This additional building program limits the amount of accessible green space on the plaza. Although the second story buildings may have green roofs they will not be shaped as landforms and they will not be available for use as seating or play areas.
- Allows and encourages multi-seasonal use through the combination of landscaped areas for summer, fall and spring use and hardscape areas for four season use. Special events can be accommodated on the plaza area and buildings in all seasons and landforms can provide play areas for children in winter as well as summer. Because of the additional building area and onsite parking in Scheme C Option 1, it scores the highest in multi-season use though activities will be skewed toward more indoor entertainment instead of outdoor activities.
- Scheme C options combine limited park-like access to landscaped areas from the plaza or upper level deck with a more extensive building program.
- Scheme C is more urban than park-like when compared to the other Schemes.
- Scheme C scores lower on sustainability than Schemes A and B because of the additional energy demands of the more extensive building program.
- The additional building program in Scheme C increases building and indoor/outdoor flexibility but limits outdoor and plaza flexibility by encroaching on the open areas of the plaza. .
- The Main Street streetscape is enhanced through the continuation of the built “fabric” beyond the brew pub by bringing activity to the Main Street level, providing a coffee shop building and stage on Main Street and encouraging activity along the street frontage. The west side of Main Street is enhanced by allowing the activity at the new plaza to “spill” onto Main Street and a design that allows for activities to enliven the opposite side of the street. The Swede Alley streetscape is enhanced by providing an enclosed area within the parking structure for multi-purpose and storage space. This provides an “edge” to Swede Alley across from the existing single-family residences. Scheme C also includes pedestrian access to Swede Alley through a landscaped/paved sloping area to allow those parking at China Bridge to walk to the area.
- Scheme C received the lowest score in serving residents because it has a more limited park program. Scheme C with parking serves residents by allowing visitors to park without traveling through the residential neighborhoods. Scheme C also serves residents by providing additional indoor spaces for community events and meetings.
- Scheme C serves visitors by providing an area where they can visit and interact with residents as well as an area to extend their visit. Scheme C also increases the type and number of special events that can be hosted at the plaza throughout the year as a result of the expanded building program and also increases the potential for a retail experience on the plaza. Scheme C with parking also provides visitors with parking.
- Scheme C serves Main Street workers by providing an area to sit and eat a sandwich and visit during their breaks during the day. This Scheme receives a higher score because of the opportunities afforded by the additional building program.
- Scheme C Option 1 received the maximum score for creating a destination because it incorporates all iconic elements in the design as well as provides a purpose for people to visit the plaza. All of these elements combine to create a destination at the top of Main Street. The iconic elements include the landforms as a representation of the importance of location and the surrounding hills and mountains to Park City as a place, the “faces” sculpture incorporated into the stage structure as a representation of the importance of the historic and current people who bring liveliness and livelihood to Park City, and the kinetic sculpture incorporated into the elevator serving the structured parking representing change and resilience both personally and economically in the history of Park City.

- Scheme C Option 1 creates vibrant edges through the placement of the stage and landforms. The landforms on the eastern edge of the plaza ensure that the energy of activities stays on the plaza and directs attention to the center of the space. The stage on the southern end of the plaza allows performances attracting 100 people to 2,000 people by extending the stage and reconfiguring the plaza area. Vibrancy along Main Street is a primary consideration of all plaza designs. Scheme C activates both sides of Main Street through the placement and design of the plaza.
- Although not a primary consideration, Scheme C Option 1 creates revenue to offset operating and maintenance costs through parking fees, stage and plaza rental, and leasing of the coffee shop and other potential retail space. It also allows for special events to provide associated retail.
- Scheme C Option 1 will require ongoing operations and maintenance of the additional buildings included on the plaza. In addition, active programming to maximize daily and event use of the area is needed. The Scheme will require clearance of snow from the walkways, drive entrance, plaza, and upper deck in winter and mowing and maintenance of landscaped areas in summer as well as cleaning, set up and maintenance of the buildings.
- Scheme C Option 1 will attract vehicle traffic because of the structured parking included below the plaza level. However, because of the new connection between Swede Alley and Main Street and the presence of parking traffic in adjacent residential neighborhoods may be minimized.

Overall, Scheme C Option 1 scores in the mid- to high-range on all elements, including creating a destination, where it excels. This option scores 5 points (8 percent) higher than Scheme A Option 1 because of the added plaza activation associated with the building program. This option scores 7 points (9 percent) lower than Scheme B Option 1 because of the negative impact on flexibility, sustainability, and residential neighborhoods associated with the more intensive uses in Scheme C.

SCHEME C OPTION 2:

Description: This option is the same layout as Scheme C Option 1 except there is no structured parking and storage and support spaces will be on the plaza level

Score: 58

Cost:

Total Base Cost W/ Fees	\$6,835,600
W/Net Zero	\$7,364,600

Of the seven schemes, this scheme is fifth for use and design and third for cost.

SCHEMES	Daily Activity	Promote Events	Encourage Stay & Play	Combine Landscape and Building Program	Multi Seasonal Use	Park-like Character	Urban Character	Promote Sustainability	Increase Flexibility	Enhances Streetscape	Serve Residents	Serve Visitors	Serve Main Street Workers	Create a Destination	Create Vibrant Edges	Create Revenue	Decrease O&M Requirements	Decrease Vehicle Traffic	TOTAL
Scheme C, Option 2	4	4	5	1	4	1	5	2	2	1	1	4	5	5	4	4	3	3	58

SCHEME C WITHOUT PARKING:

- Attracts daily activity as a result of the presence of parking, capacity for a coffee shop and other small format restaurants, as well as areas for visitors to sit and eat a sandwich, catch up with each other or just spend time. Receives a slightly lower score than option 1 for this scheme because of the loss of parking-associated activity.
- Promotes events by providing a centrally located flat area in front of the stage and adjacent to Main Street for tent and booth set up as well as audience areas for performances. Scheme B also provides additional options for indoor events or events that combine indoor and outdoor areas. There are a variety of seating options for performances including lawn seating on the landform that reaches the plaza as well as on the “upper deck” on the deck itself and upper level land forms. This option receives the highest score possible for this element because of the additional, available multi-purpose space allowing more and larger activities on the plaza. Receives a slightly lower score than option 1 for this scheme because of the lack of onsite parking.
- Encourages stay and play by providing hard- and soft-scape seating areas as well as restroom facilities and access to coffee/sandwiches in two or more locations.
- Scheme C options have the greatest amount of square footage dedicated to the building program. The building program in Scheme C options include necessary support structures (storage and if required water treatment/ice making) as well as restrooms, a stage, two or more coffee/sandwich shops and additional multi-purpose space for community events, art displays, classes, or meetings. This additional building program limits the amount of accessible green space on the plaza. Although the second story buildings may have green roofs they will not be shaped as landforms and they will not be available for use as seating or play areas. Option 2 of this scheme receives the lowest score for this element because of the need to accommodate all service and support activities within the expanded building program.
- Allows and encourages multi-seasonal use through the combination of landscaped areas for summer, fall and spring use and hardscape areas for four season use. Special events can be accommodated on the plaza area and buildings in all seasons and landforms can provide play areas for children in winter as well as summer. Because of the additional building area and onsite parking in Scheme C Option 1, it scores the highest in multi-season use. Option 2 receives a slightly lower score because of the lack of adjacent or onsite parking which is particularly important in the winter.
- Scheme C options combine limited park-like access to landscaped areas from the plaza or upper level deck with a more extensive building program.
- Scheme C is more urban than park-like when compared to the other Schemes.
- Scheme C scores lower on sustainability than Schemes A and B because of the additional energy demands of the more extensive building program. Scheme C Option 2 encourages transit or active transportation modes.
- The additional building program in Scheme C increases building and indoor/outdoor flexibility but limits outdoor and plaza flexibility by encroaching on the open areas of the plaza. Option 2 scores slightly lower than Option 1 because of the need to accommodate storage and support spaces on the plaza level.
- The Main Street streetscape is enhanced through the continuation of the built “fabric” beyond the brew pub by bringing activity to the Main Street level, providing a coffee shop building and stage on Main Street and encouraging activity along the street frontage. The west side of Main Street is enhanced by allowing the activity at the new plaza to “spill” onto Main Street and a design that allows for activities to enliven the opposite side of the street. Scheme B also includes pedestrian access to Swede Alley through a landscaped/paved sloping area to allow those parking at China Bridge to walk to the area. Option 2 scored lower on this element because of the limitations on creating a vibrant edge on the Swede Alley side resulting from the lack of useable space at the Swede Alley level.
- Scheme C received the lowest score in serving residents because it has a more limited park program. Scheme C with parking serves residents by allowing visitors to park without traveling through the residential neighborhoods. Scheme C also serves residents by providing additional indoor spaces for community events and meetings.
- Scheme C serves visitors by providing an area where they can visit and interact with residents as well as an area to extend their visit. Scheme C also increases the type and number of special events that can be hosted at the plaza throughout the year as a result of the expanded building program.
- Scheme C serves Main Street workers by providing an area to sit and eat a sandwich and visit during their breaks during the day. This Scheme receives a higher score because of the opportunities afforded by the additional building program.
- Scheme C Option 2 received the maximum score for creating a destination because it incorporates all iconic elements in the design as well as provides a purpose for people to visit the plaza. All of these elements combine to create a destination at the top of Main Street. The iconic elements include the landforms as a representation of the importance of location and the surrounding hills and mountains to ParkCityasaplace, the “faces” sculpture incorporated into the stage structure as a representation of the importance of the historic and current people who

bring liveliness and livelihood to Park City, and the kinetic sculpture incorporated into the elevator serving the structured parking representing change and resilience both personally and economically in the history of Park City.

- Scheme C Option 2 creates vibrant edges through the placement of the stage and landforms. The landforms on the eastern edge of the plaza ensure that the energy of activities stays on the plaza and directs attention to the center of the space. The stage on the southern end of the plaza allows performances attracting 100 people to 2,000 people by extending the stage and reconfiguring the plaza area. Vibrancy along Main Street is a primary consideration of all plaza designs. Scheme B activates both sides of Main Street through the placement and design of the plaza. Option 2 receives a lower score because of the lack of usable space at the street level on Swede Alley.
- Although not a primary consideration, Scheme C Option 2 creates revenue to offset operating and maintenance costs through stage and plaza rental, and leasing of the coffee shop.
- Scheme C Option 2 will require ongoing operations and maintenance of the additional buildings included on the plaza. In addition, active programming to maximize daily and event use of the area is needed. The Scheme will require clearance of snow from the walkways, plaza, and upper deck in winter and mowing and maintenance of landscaped areas in summer as well as cleaning, set up and maintenance of the buildings.
- Scheme C Option 2 will not attract vehicle traffic to a parking area but will probably result in people circulating through the area looking for parking. Because of the new connection between Swede Alley and Main Street, traffic in adjacent residential neighborhoods may be minimized.

Overall, Scheme C Option 2 scores in the mid-range on all elements, except creating a destination, where it excels. This option scores 9 points (13 percent) lower than Scheme C Option 1 because of the elimination of on-site parking. This option scores 11 points (23 percent) higher than Scheme A Option 2 because of the added plaza activation associated with the building program. This option scores 6 points (9 percent) lower than Scheme B Option 2 because of the negative impact on flexibility, sustainability, and residential neighborhoods associated with the more intensive uses in Scheme C.

EVALUATION OF ADDITIONAL ELEMENTS

Several additional elements have been identified for the plaza. These elements can be incorporated into any of the schemes and options reviewed above. The additional elements were ranked based on the same evaluation criteria as the underlying schemes and options. However, rather than receiving a score of 1 to 5, the additive or subtractive value of the element was identified according to the following scale:

Score	Meaning
+1	Has a positive impact on the evaluation criteria
0	Has a neutral impact on the evaluation criteria
-1	Has a negative impact on the evaluation criteria

The elements considered, with their associated overall score are:

2 Levels of Parking	3
Ice Rink	12
Water Feature	8
Ice Rink Excess Heat Snow Melt	3
Active Snow Melt	6

The ice rink makes the highest contribution to plaza functioning of all elements considered, The second level of parking and using the excess heat from the ice rink for limited snow melt made the lowest contribution (excess heat from the ice rink could, alternatively, be used to heat plaza buildings).

The cost for each of the additional element, including base cost and total cost including net zero, is:

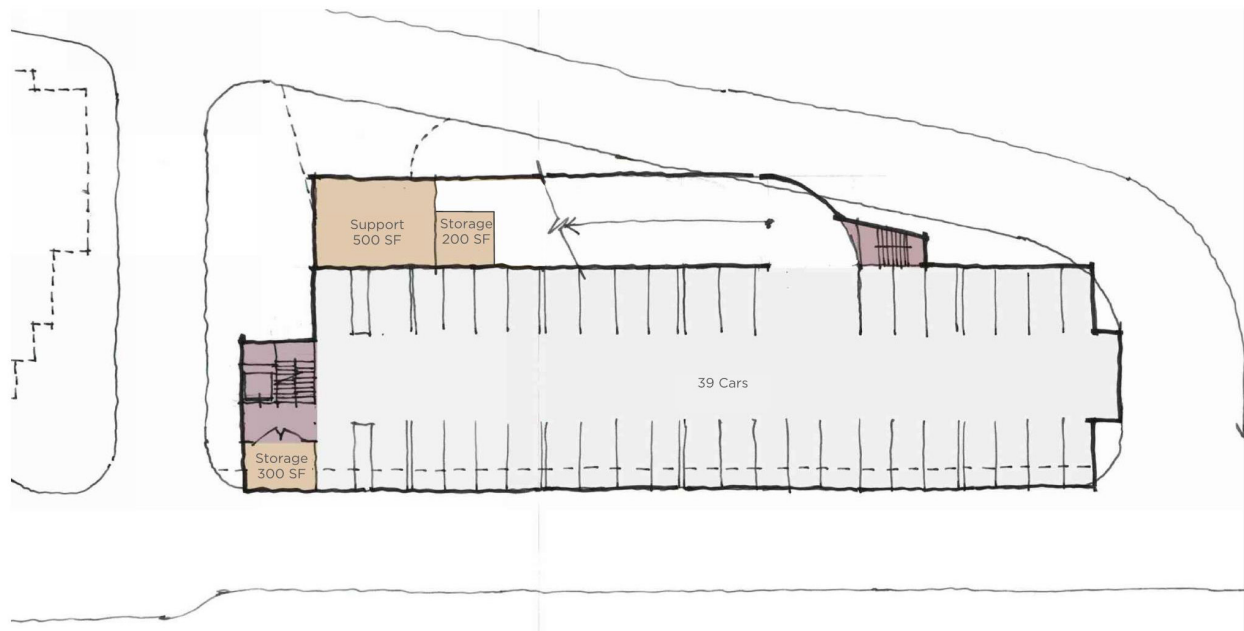
Element	Cost w/ Fees	Total Cost w/ Net Zero
2 Levels of Parking	\$3,266,000.00	\$3,312,000.00
Ice Rink	\$718,750.00	\$1,558,250.00
Water Feature	\$172,500.00	\$207,000.00
Ice Rink Excess Heat Snow Melt	\$212,750.00	\$212,750.00
Active Snow Melt	\$1,000,000.00	\$2,805,500.00

The evaluation of each additional element is included below.

2 LEVELS OF PARKING

The “Option 1” versions of each of the three plaza Schemes (A, B & C) above include one level of parking with an elevator and two stairs to the plaza level. The single level of parking also includes storage and support space as well as some multi-purpose space on the Swede Alley frontage. The addition of a second level of parking will eliminate almost all of the storage space in the single level of parking option as well as the multi-purpose space on the Swede Alley frontage. The area programmed for these uses in the 1 Level of Parking options will be used for the ramp to the second level of parking in the 2 Levels of Parking additional element. Some of the storage space is recovered on the second level, but the opportunity for Swede Alley frontage is eliminated.

In addition a second level of parking requires additional stairs and an additional stop on the elevator.



Plaza Schemes A, B & C Option 1 - Parking Level 2

In exchange for the increased cost, the plaza will benefit from additional foot traffic associated with more capacity as well as additional viability for events related to onsite parking and staging areas. The criteria specific scoring for this additional element is:

ELEMENT	Daily Activity	Promote Events	Encourage Stay & Play	Combine Landscape and Building Program	Multi Seasonal Use	Park-like Character	Urban Character	Promote Sustainability	Increase Flexibility	Enhances Streetscape	Serve Residents	Serve Visitors	Serve Main Street Workers	Create a Destination	Create Vibrant Edges	Create Revenue	Decrease O&M Requirements	Decrease Vehicle Traffic	TOTAL
2 Levels of Parking	1	1	0	0	0	0	0	-1	1	-1	1	1	0	0	-1	1	-1	1	3

The addition of a second level of parking has a positive impact on the following evaluation criteria:

- Daily Activity
 - Serve Residents
 - Decrease Vehicle Traffic
- Promote Events
 - Serve Visitors
- Increase Flexibility
 - Create Revenue

The addition of a second level of parking has a negative impact on the following evaluation criteria:

- Promote Sustainability
 - Decrease O & M Requirements
- Enhance Streetscape
- Create Vibrant Edges

ICE RINK

The addition of an ice rink to the flat, central plaza surface creates a focal point for the overall plaza in winter. Visitors can skate or observe the skaters while eating or enjoying a beverage. Even for non-skaters, the ice rink provides an interesting activity during a difficult time of year. The addition of the ice rink will limit the placement of event tents on the plaza during winter months, although a floor can be built to cover the ice and allow use of the plaza during these times. The ice rink on this plaza is purely for entertainment purposes. It is not size for competitive skating events, although community activities such as broom ball and non-competitive curling could be staged on the ice.

The criteria specific scoring for this additional element is:

ELEMENT	Daily Activity	Promote Events	Encourage Stay & Play	Combine Landscape and Building Program	Multi Seasonal Use	Park-like Character	Urban Character	Promote Sustainability	Increase Flexibility	Enhances Streetscape	Serve Residents	Serve Visitors	Serve Main Street Workers	Create a Destination	Create Vibrant Edges	Decrease Revenue	Decrease O&M Requirements	Decrease Vehicle Traffic	TOTAL
Ice Rink	1	0	1	1	1	1	1	-1	1	1	1	1	1	1	1	-1	0	12	

The addition of an ice rink to the plaza has a positive effect on the following evaluation criteria:

- Daily activity
- Multi-Seasonal Use
- Increase Flexibility
- Serve Visitors
- Create Vibrant Edges
- Encourage Stay and Play
- Park-like Character
- Enhance Streetscape
- Serve Main Street Workers
- Create Revenue
- Combine Landscaped and Building Program
- Urban Character
- Serve Residents
- Create a Destination

The addition of an ice rink to the plaza has a negative effect on the following evaluation criteria:

- Promote Sustainability
- Decrease O & M Requirements

WATER FEATURE

From a design perspective, the inclusion of a water feature on the plaza acknowledges Poison Creek that is buried beneath the site. From a use perspective, a water feature adds interest and opportunities for activity. The stream-based water feature envisioned for the plaza will add both visual and aural interest to the area during summer and provide a focal point during the hot months of the year. Because the feature will be recirculated, potable water it will also serve as an opportunity for children to play in the water in an area where this type of play is not currently available.

The criteria specific scoring for this additional element is:

ELEMENT	Daily Activity	Promote Events	Encourage Stay & Play	Combine Landscape and Building Program	Multi Seasonal Use	Park-like Character	Urban Character	Promote Sustainability	Increase Flexibility	Enhances Streetscape	Serve Residents	Serve Visitors	Serve Main Street Workers	Create a Destination	Create Vibrant Edges	Decrease Revenue	Decrease O&M Requirements	Decrease Vehicle Traffic	TOTAL
Water Feature	1	0	1	0	0	1	1	-1	0	1	1	1	1	1	1	0	-1	0	8

The addition of a water feature to the plaza has a positive effect on the following evaluation criteria:

- Daily activity
 - Urban Character
 - Serve Visitors
 - Create Vibrant Edges
- Encourage Stay and Play
 - Enhance Streetscape
 - Serve Main Street Workers
- Park-like Character
 - Serve Residents
 - Create a Destination

The addition of a water feature to the plaza has a negative effect on the following evaluation criteria:

- Promote Sustainability
- Decrease O & M Requirements

ICE RINK EXCESS HEAT SNOW MELT

This additional element would use the excess heat created from the ice making equipment to provide a snow melt area on the new road connecting Main Street and Swede Alley. The Public Works department would use this area for snow storage from Main Street, Swede Alley and the Plaza. The snow melt would then enter the City's storm drain system and be carried away. The existing parking lot is currently used for snow storage. If snow build-up limits use of the parking lot for events, etc. the excess snow is then trucked from the area.

The criteria specific scoring for this additional element is:

ELEMENT	Daily Activity	Promote Events	Encourage Stay & Play	Combine Landscape and Building Program	Multi Seasonal Use	Park-like Character	Urban Character	Promote Sustainability	Increase Flexibility	Enhances Streetscape	Serve Residents	Serve Visitors	Serve Main Street Workers	Create a Destination	Create Vibrant Edges	Decrease Revenue	Decrease O&M Requirements	Decrease Vehicle Traffic	TOTAL
Ice Rink Excess Heat Snow Melt	1	1	0	0	1	0	0	-1	1	1	0	0	0	0	0	0	-1	0	3

The addition of excess heat snow melt to the plaza has a positive effect on the following evaluation criteria:

- Daily activity
- Promote Events
- Multi-Seasonal Use
- Increased Flexibility
- Enhance Streetscape

The addition of excess heat snow melt to the plaza has a negative effect on the following evaluation criteria:

- Promote Sustainability
- Decrease O & M Requirements

ACTIVE SNOWMELT

This element incorporates a piece of mechanical equipment on the plaza that is dedicated to snow melt and can be used to melt all of the snow on the plaza as well as all of the snow on Main Street. This would require the snow to be plowed into the snow melt equipment but it would benefit all of Main Street and increase the functionality of the plaza in the winter season.

The criteria specific scoring for this additional element is:

ELEMENT	Daily Activity	Promote Events	Encourage Stay & Play	Combine Landscape and Building Program	Multi Seasonal Use	Park-like Character	Urban Character	Promote Sustainability	Increase Flexibility	Enhances Streetscape	Serve Residents	Serve Visitors	Serve Main Street Workers	Create a Destination	Create Vibrant Edges	Create Revenue	Decrease O&M Requirements	Decrease Vehicle Traffic	TOTAL
Active Snow Melt	1	1	0	0	1	0	0	-1	1	1	1	1	1	0	0	0	-1	0	6

The addition of active snow melt to the plaza has a positive effect on the following evaluation criteria:

- Daily activity
 - Increased Flexibility
 - Serve Visitors
- Promote Events
 - Enhances Streetscape
 - Serve Main Street Workers
- Multi-Seasonal Use
 - Serve Residents

The addition of a water feature to the plaza has a negative effect on the following evaluation criteria:

- Promote Sustainability
- Decrease O & M Requirements

Park City Main Street Plaza

04 February 2016



CIVITAS

STRUCK

Scheme Summaries

All Schemes

Large flexible plaza

Rolling landforms

Restrooms, storage and support space

Small format convenient food

New road connecting Main and Swede

Expansion into Main Street

Pedestrian connection to Swede

Upper deck

Stage for 250 person event

Iconic Elements

Options:

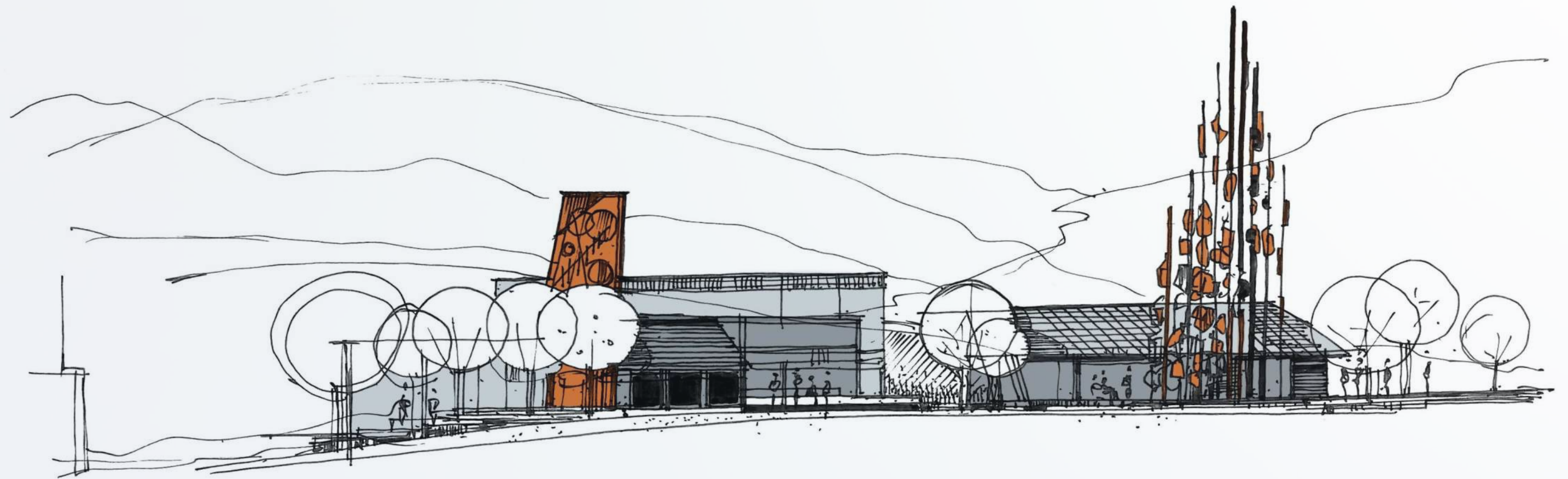
2 levels of parking

Skating Rink

Water Feature

Snow Melt (active or in street)

Approach



Scheme Summaries

Scheme A (Base)

All elements identified as part of all schemes

Option 1:

1 level of underground parking

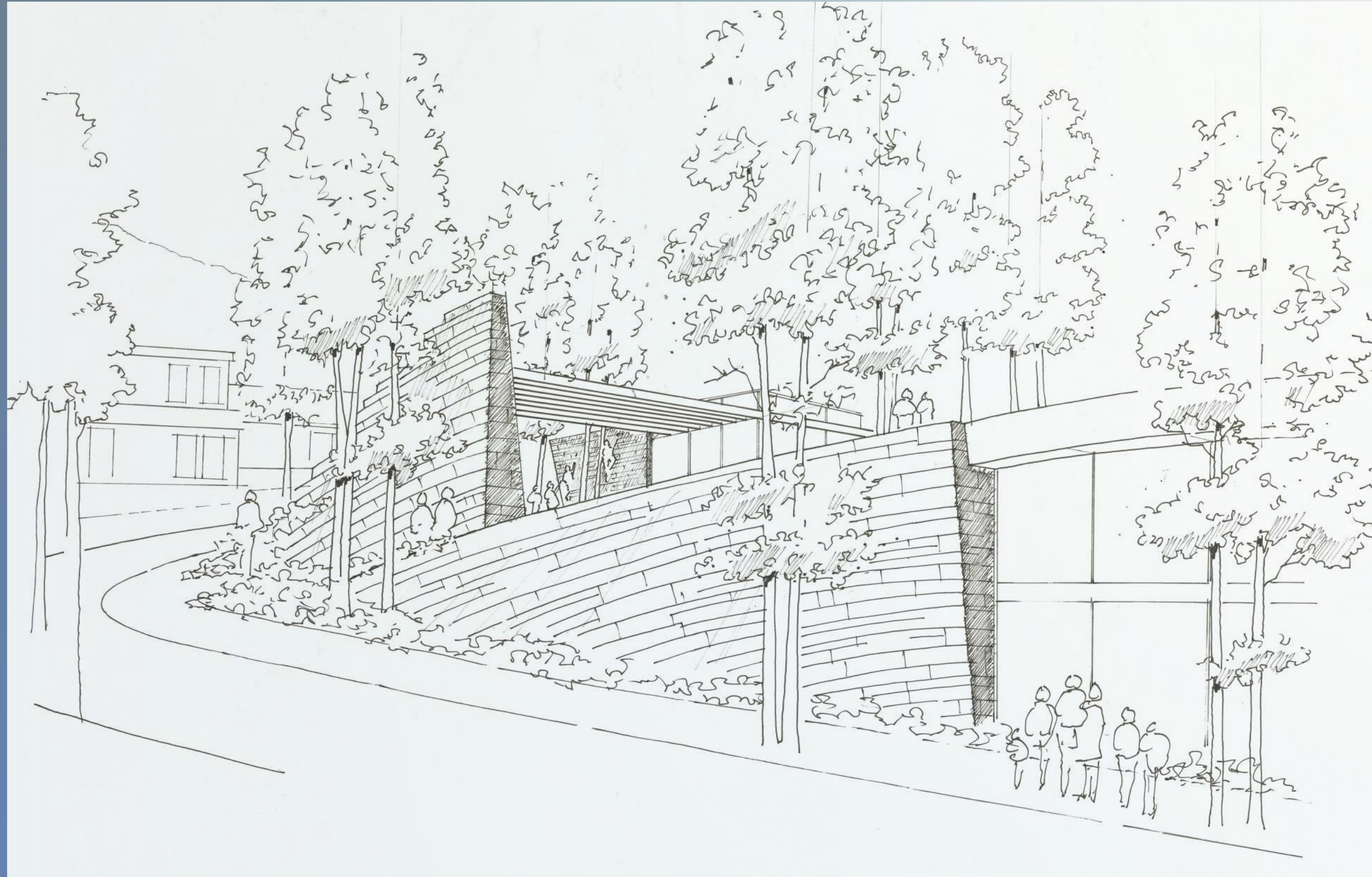
Option 2:

No parking

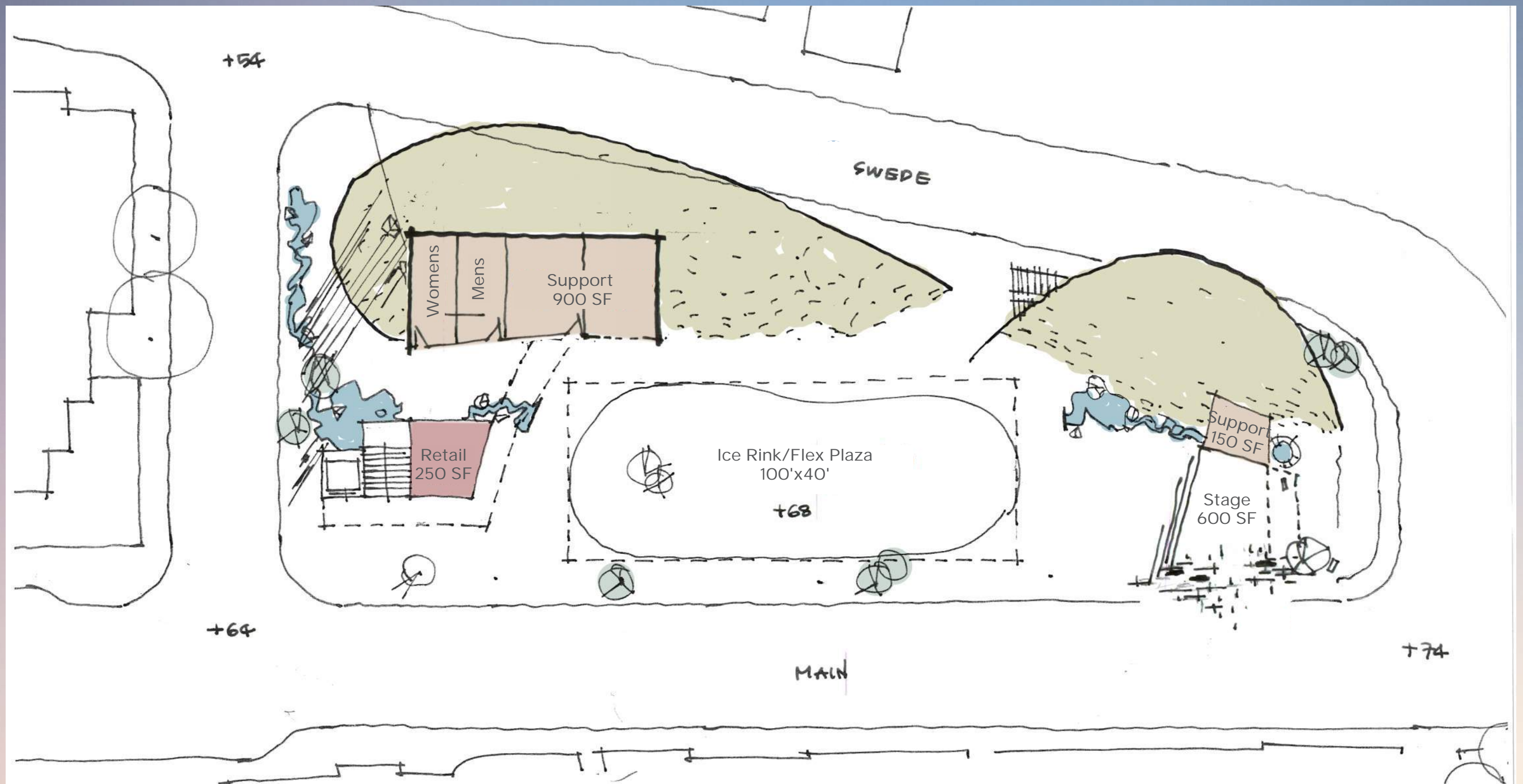
Option 3:

Reduced landforms

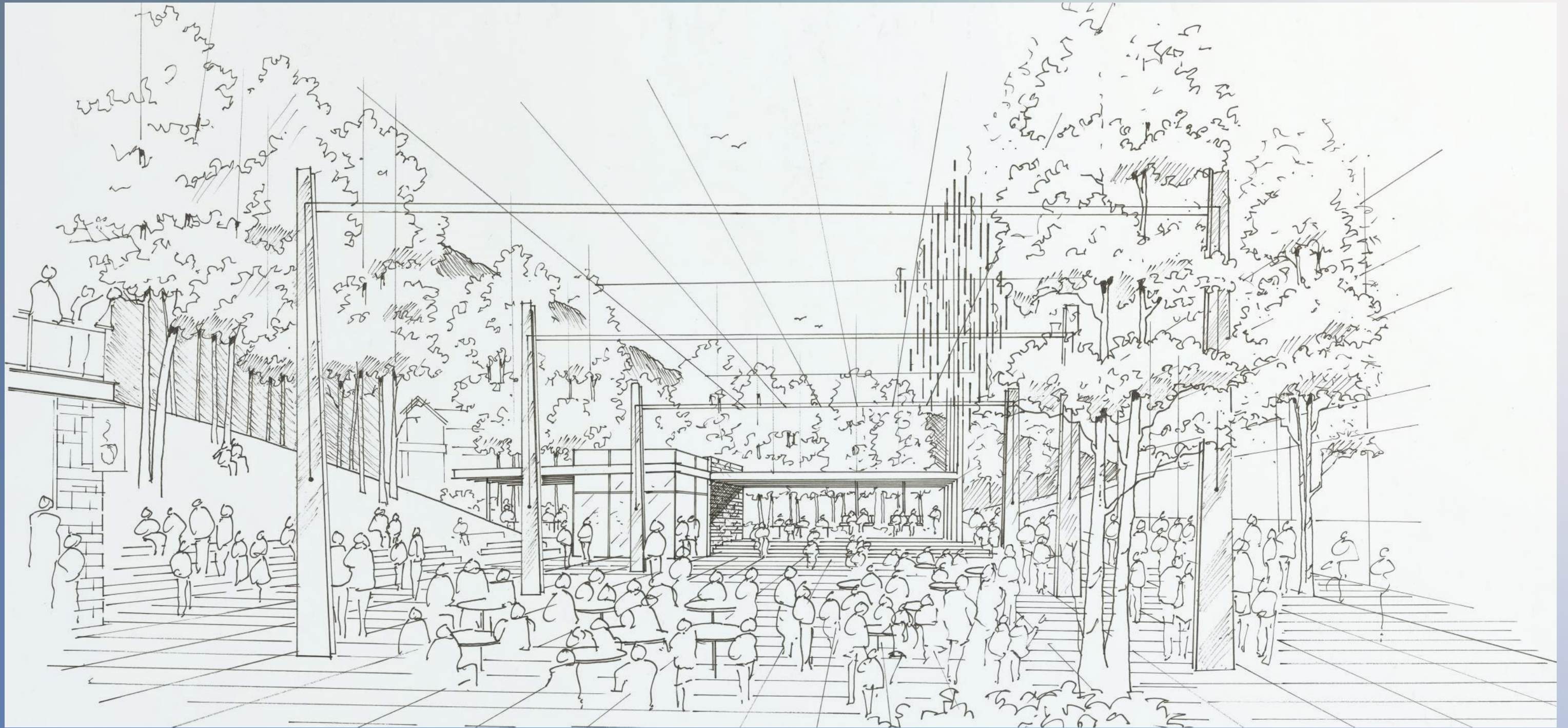
Swede Alley



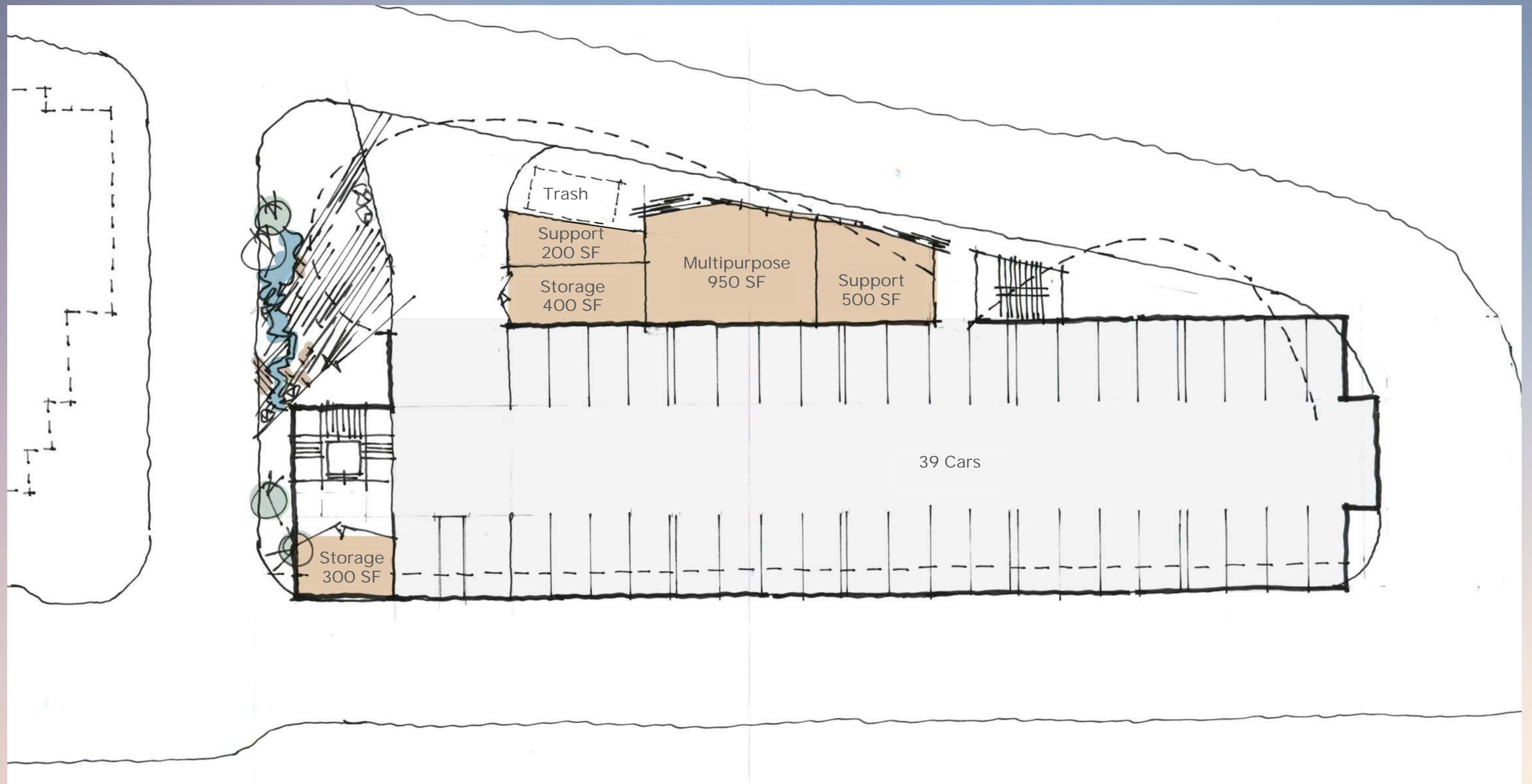
Plaza - Scheme A



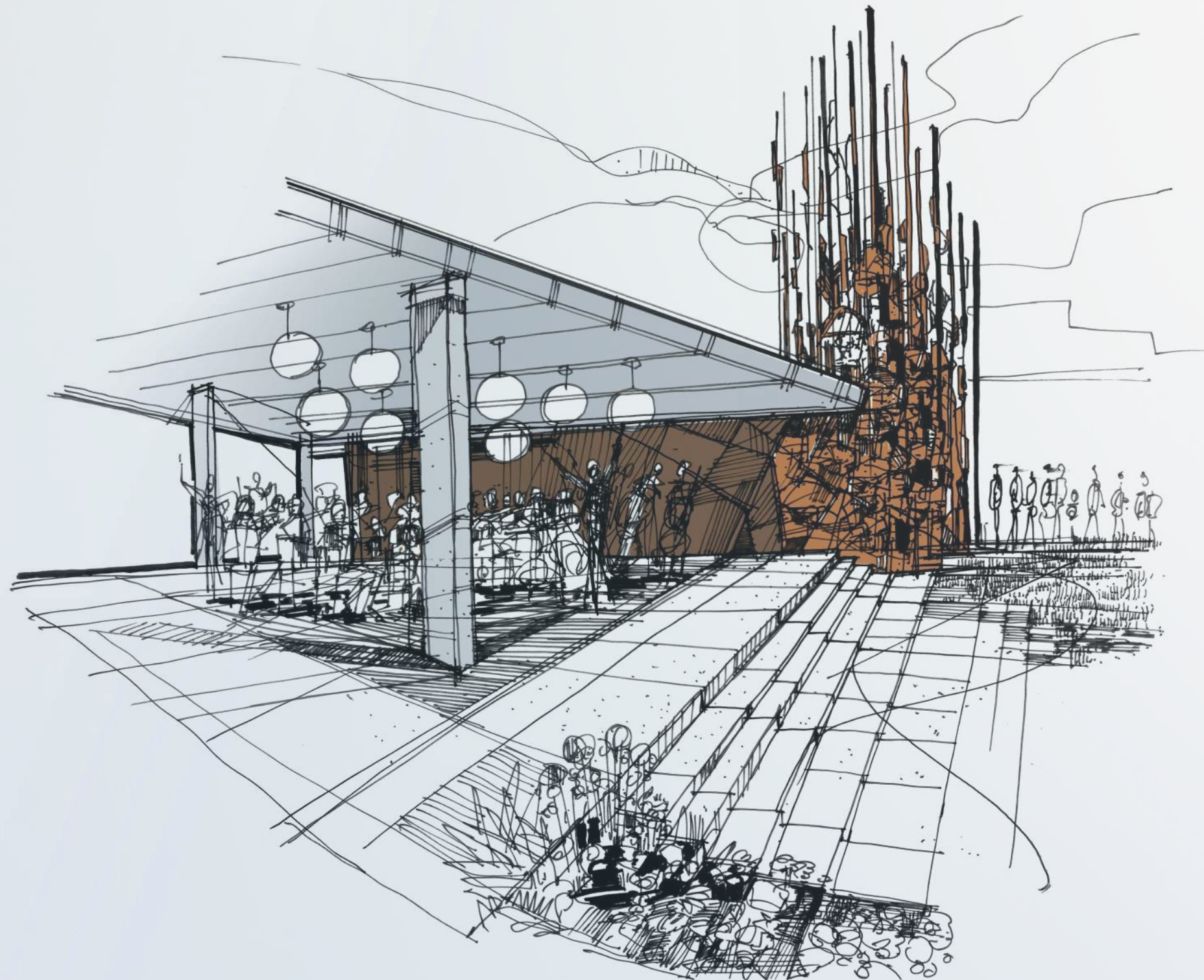
Event



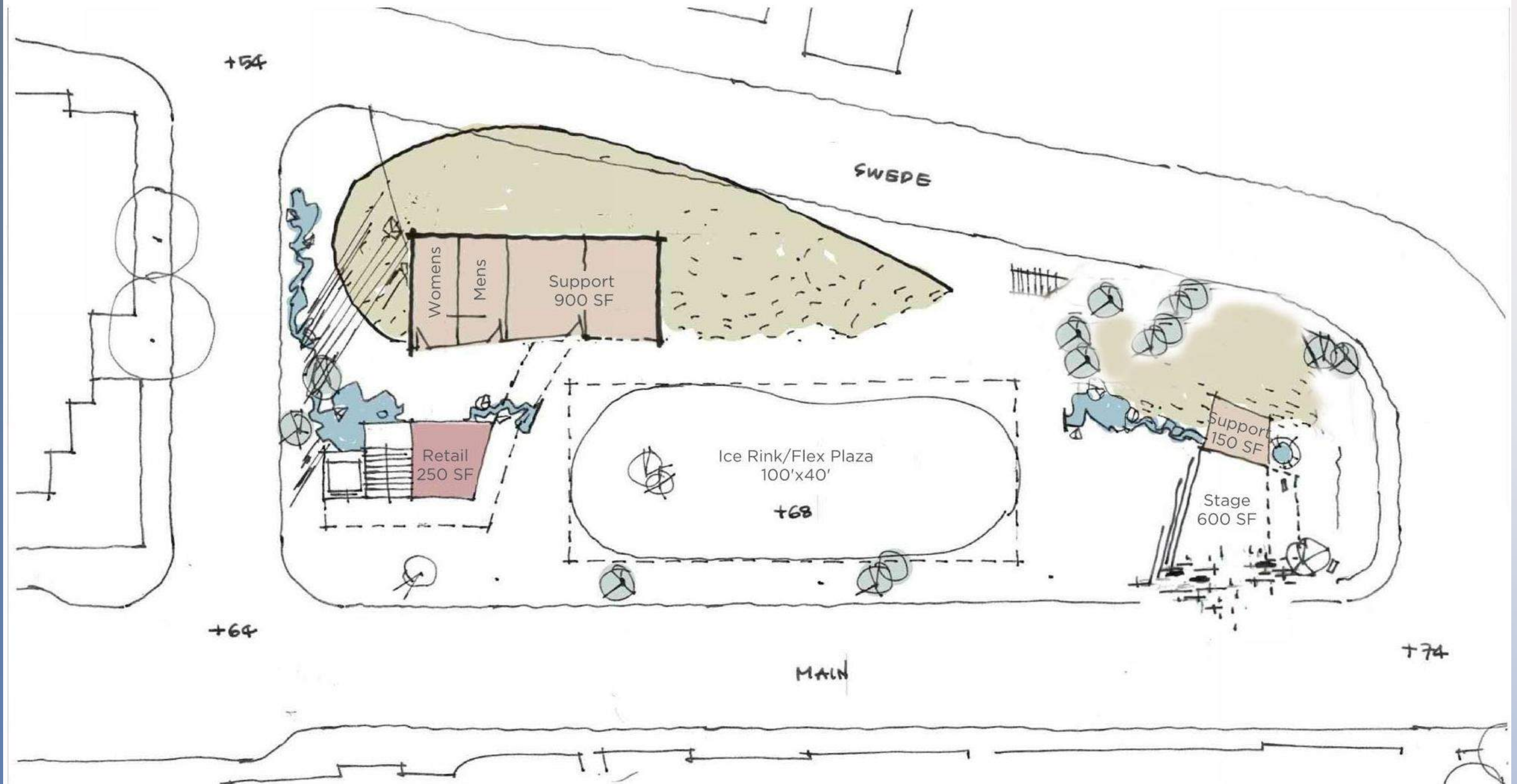
Option 1



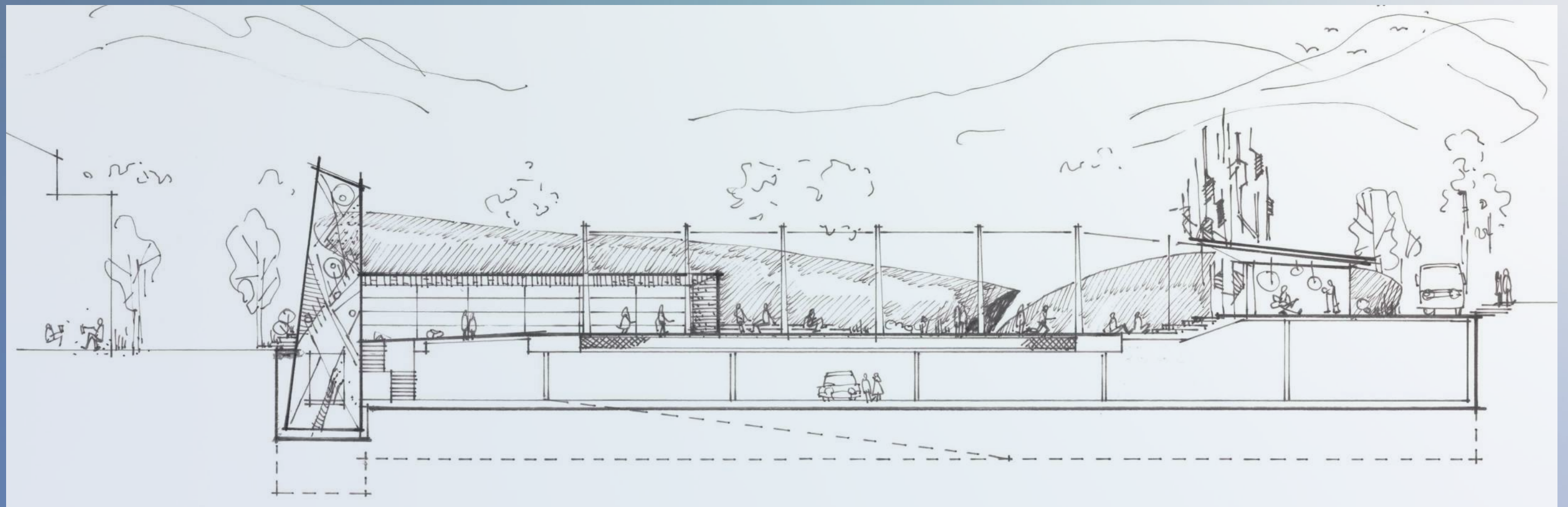
Stage



Option 3



Main Street



Scheme Summaries

Scheme B

All elements in Scheme A

Catering kitchen

Multipurpose Space on the plaza

Additional retail

Expanded upper deck

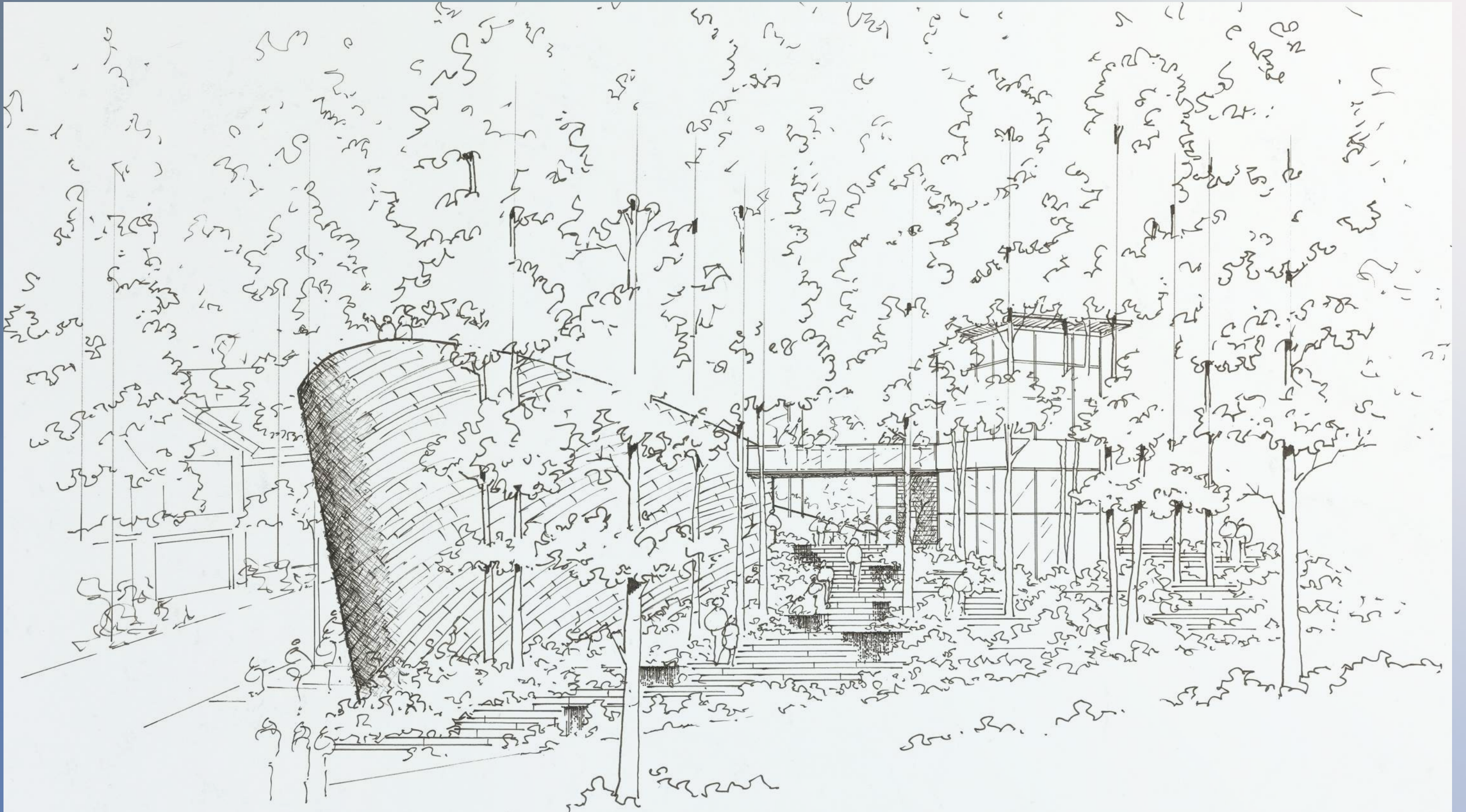
Option 1:

1 level of underground parking

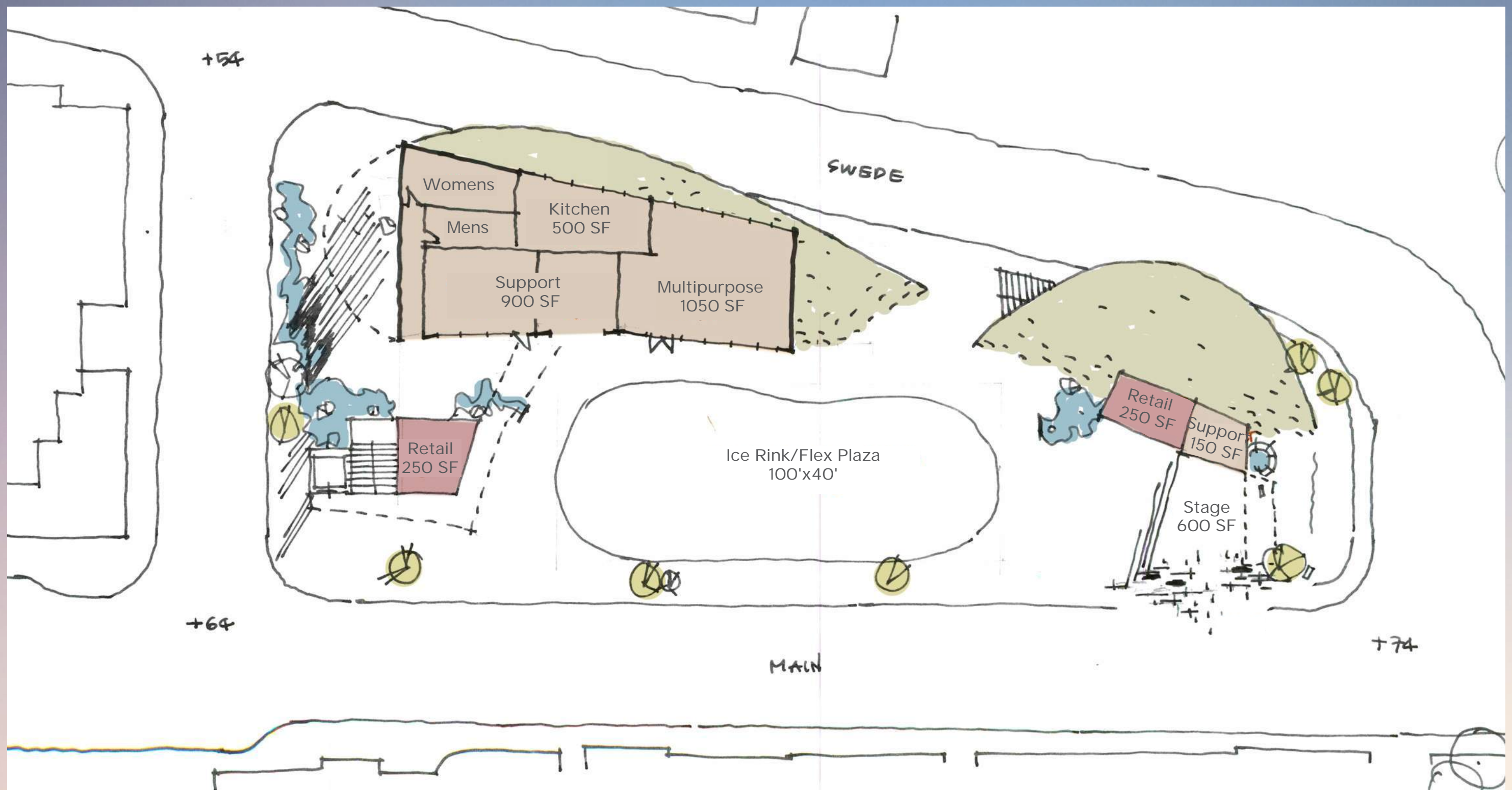
Option 2:

No parking

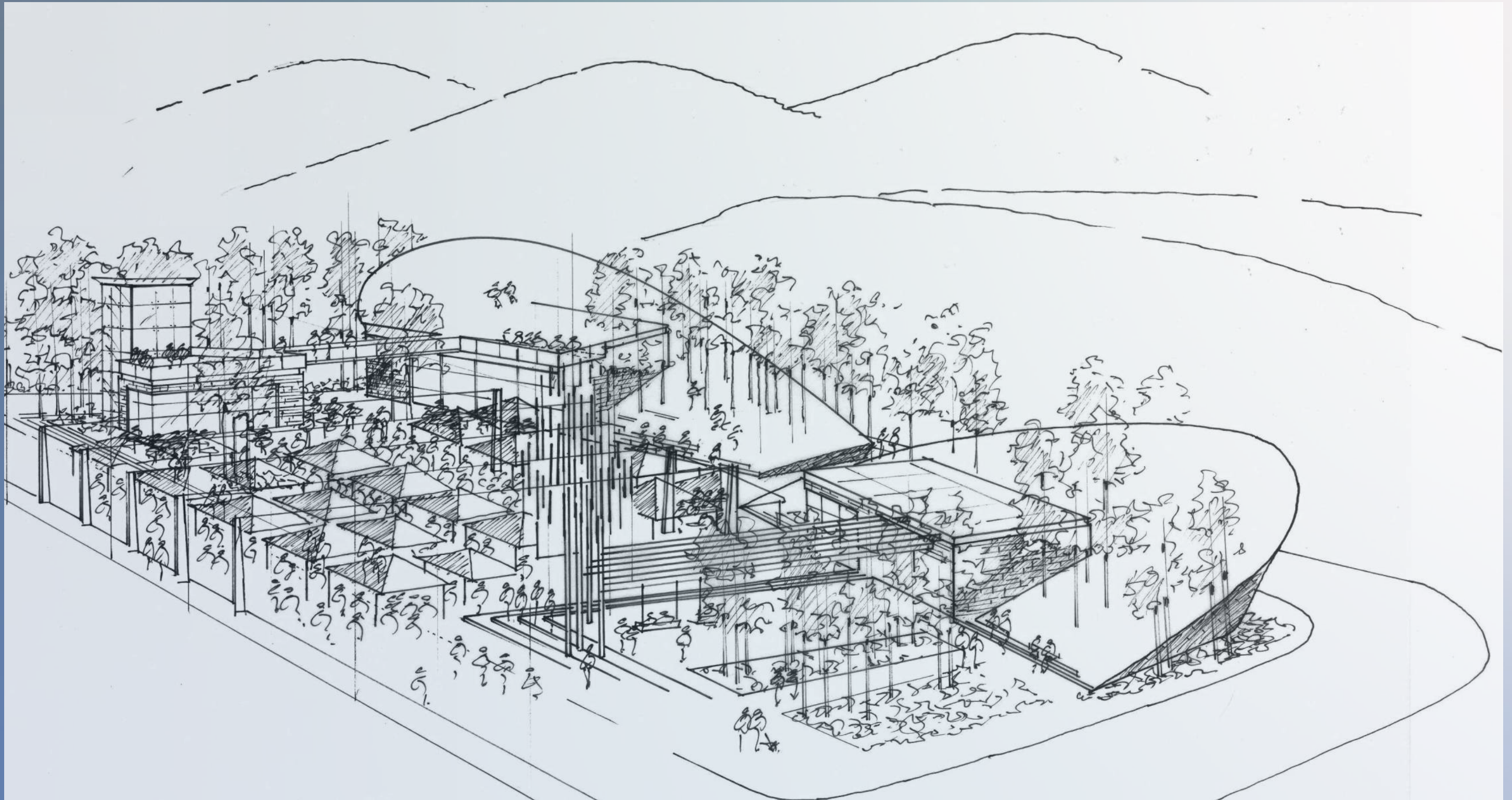
Brew Pub



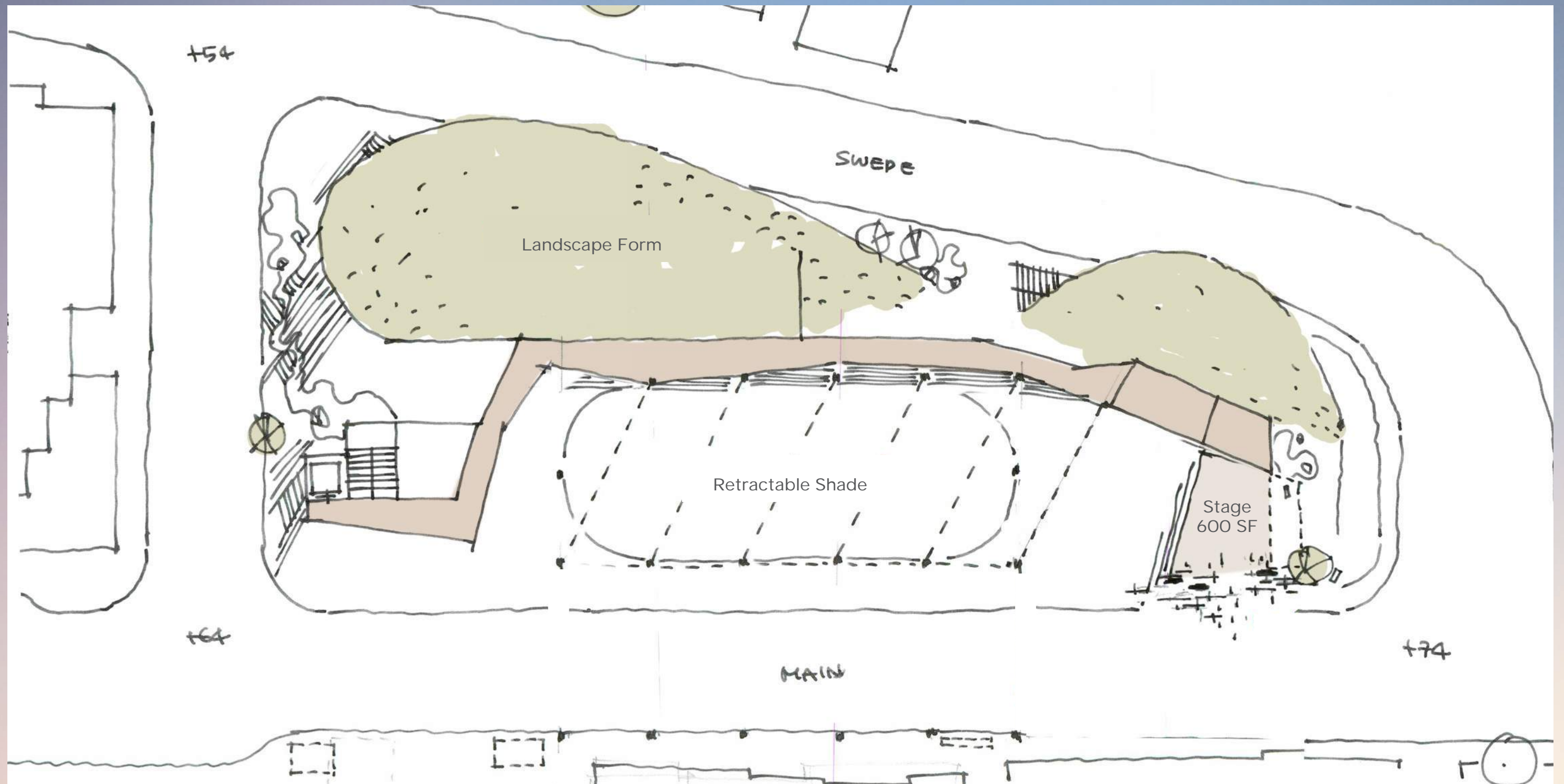
Plaza - Scheme B



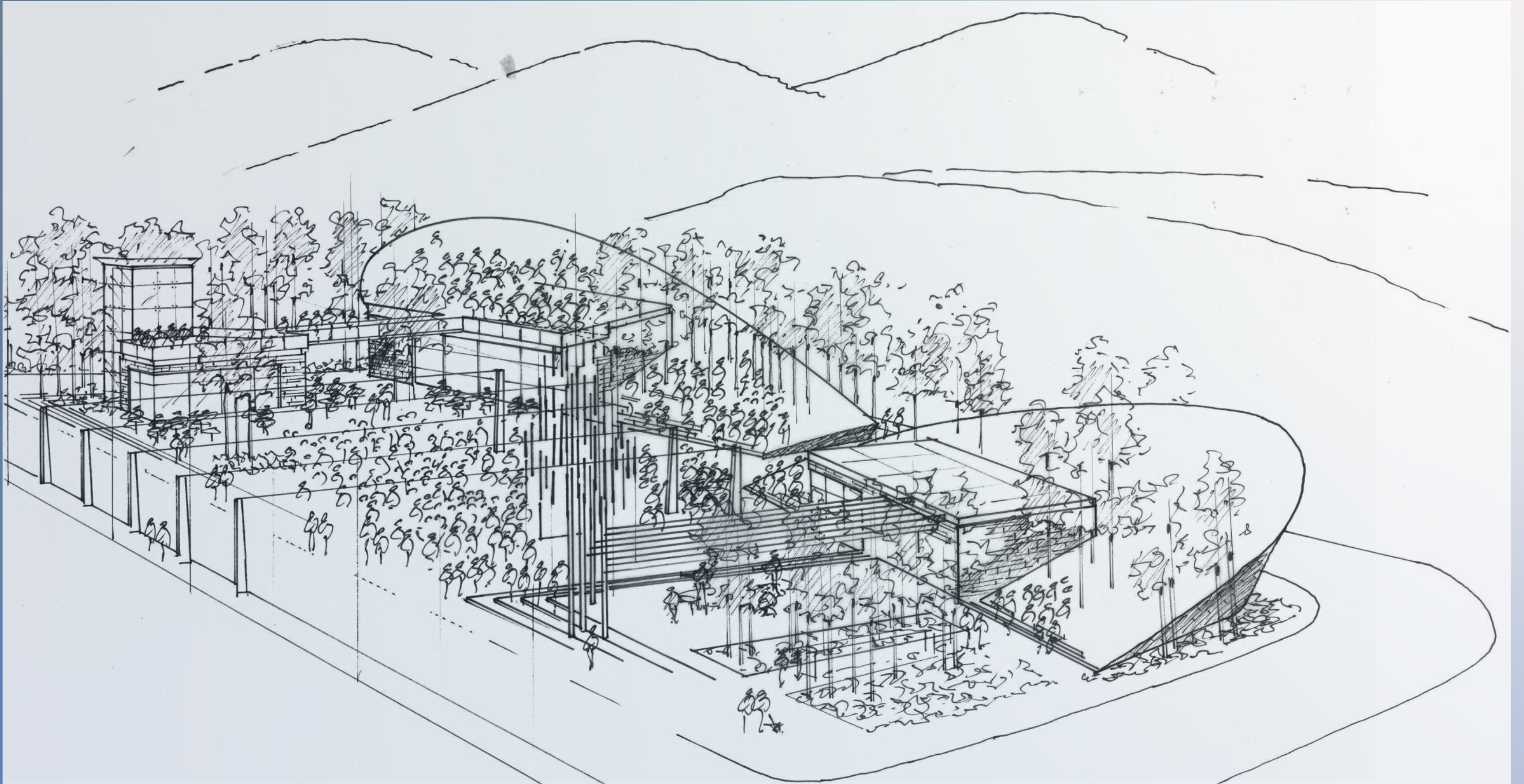
Market



Upper Deck - Scheme B



Concert



Scheme Summaries

Scheme C

All elements in Scheme B

Additional Multipurpose Space

Additional retail

Access to spaces from the upper deck

Northern Landform converted to green roof

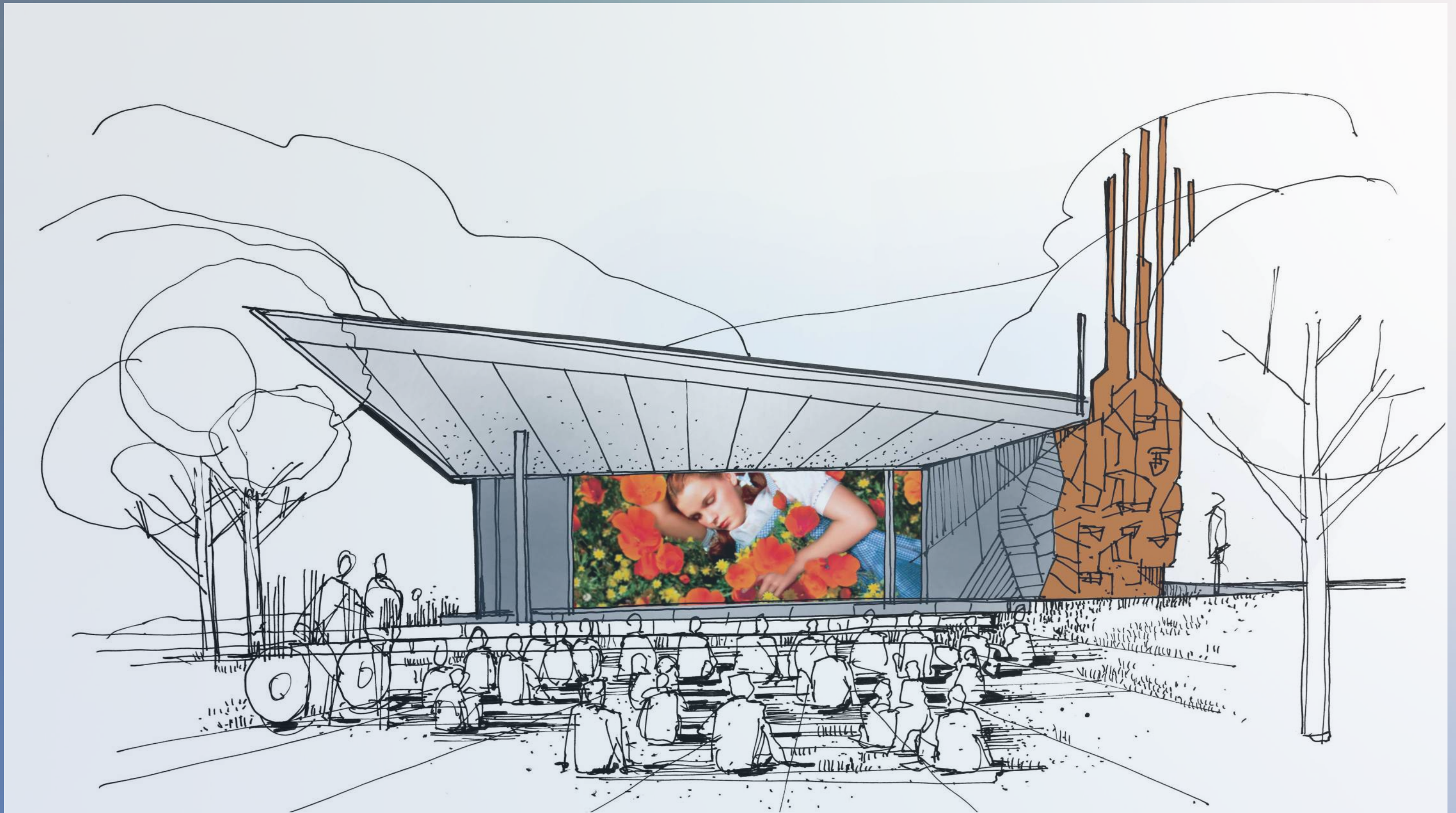
Option 1:

1 level of underground parking

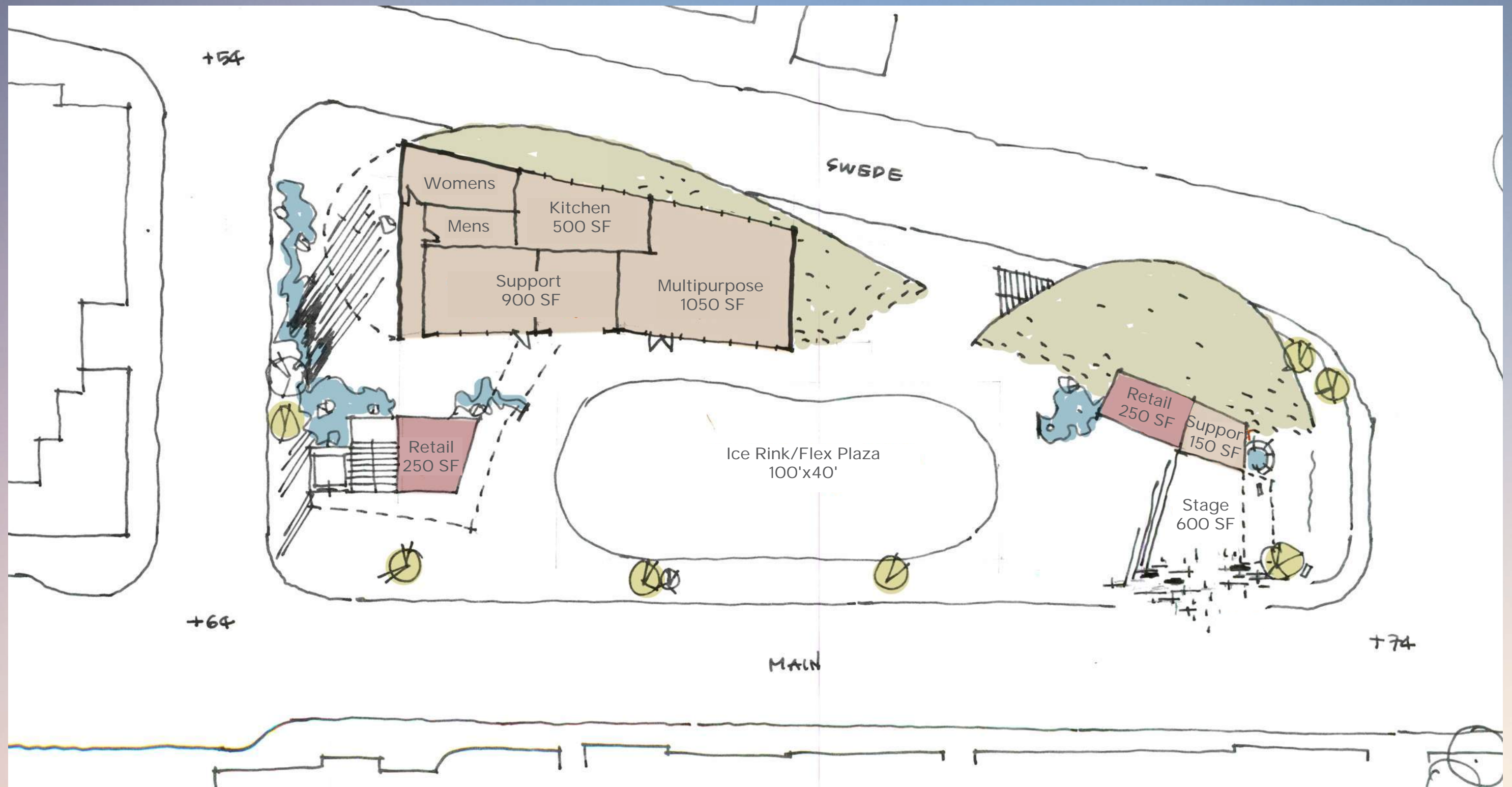
Option 2:

No parking

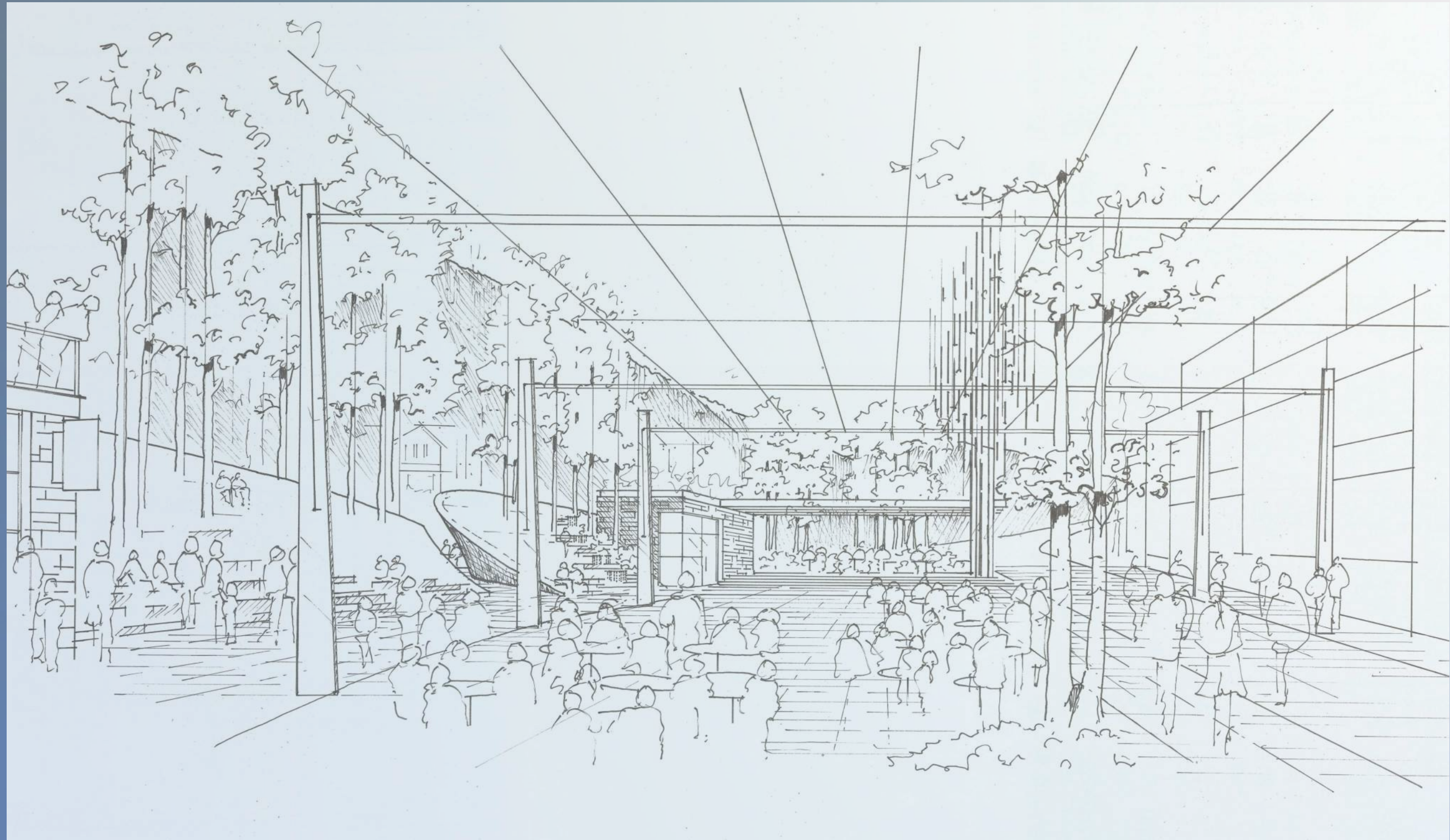
Movie Night



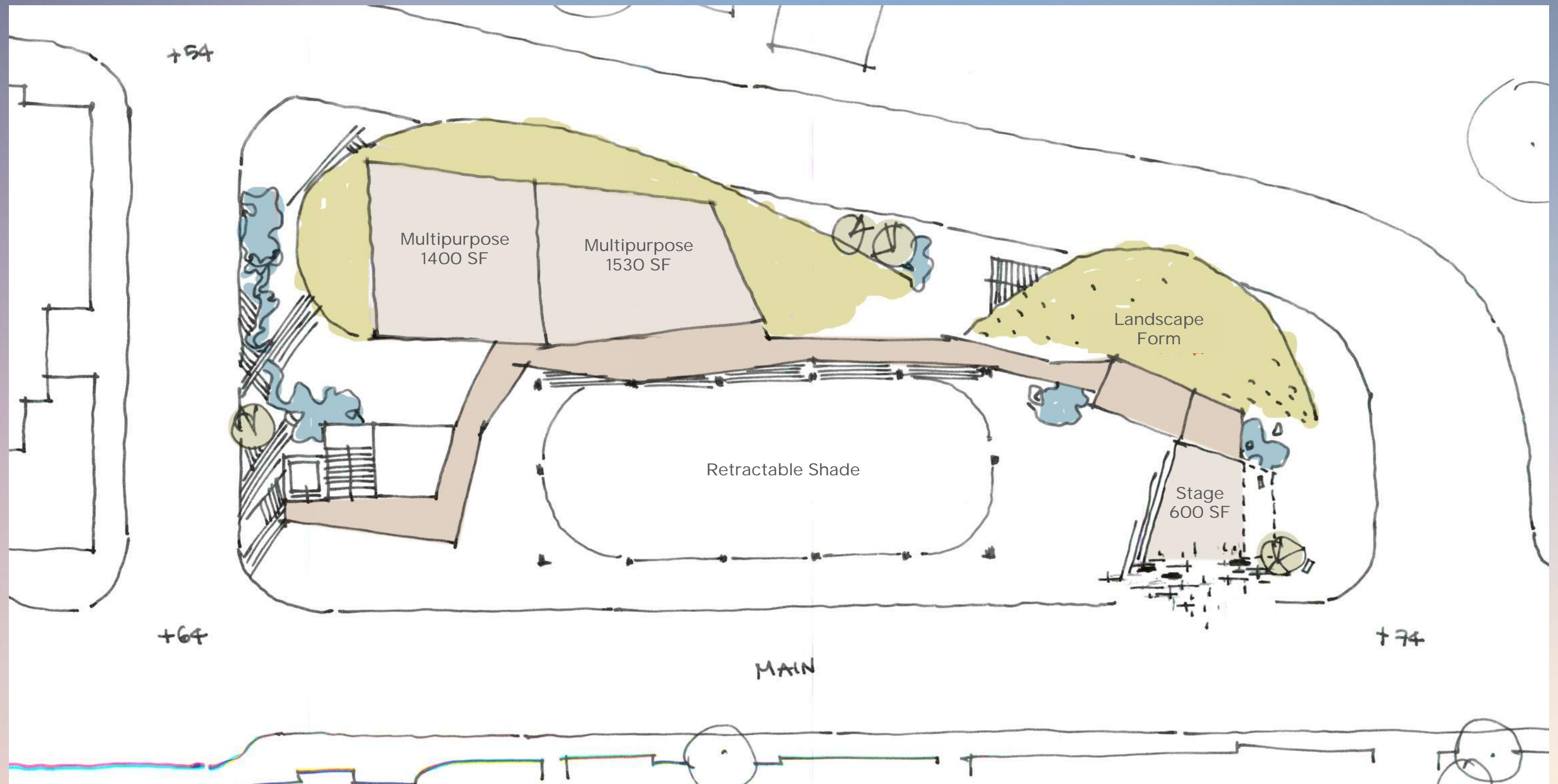
Plaza - Scheme C



Event



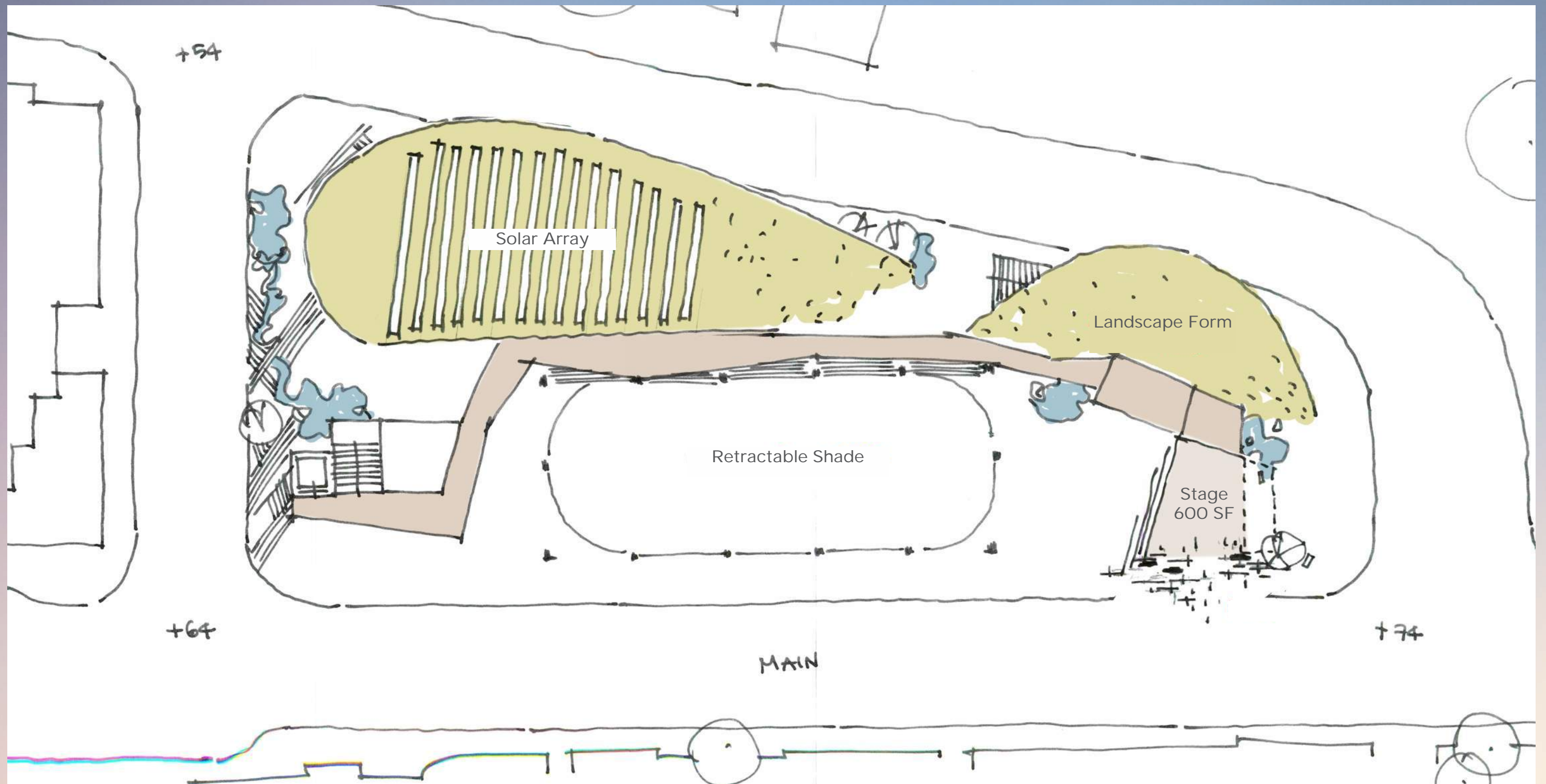
Upper Deck - Scheme C



Daily Use



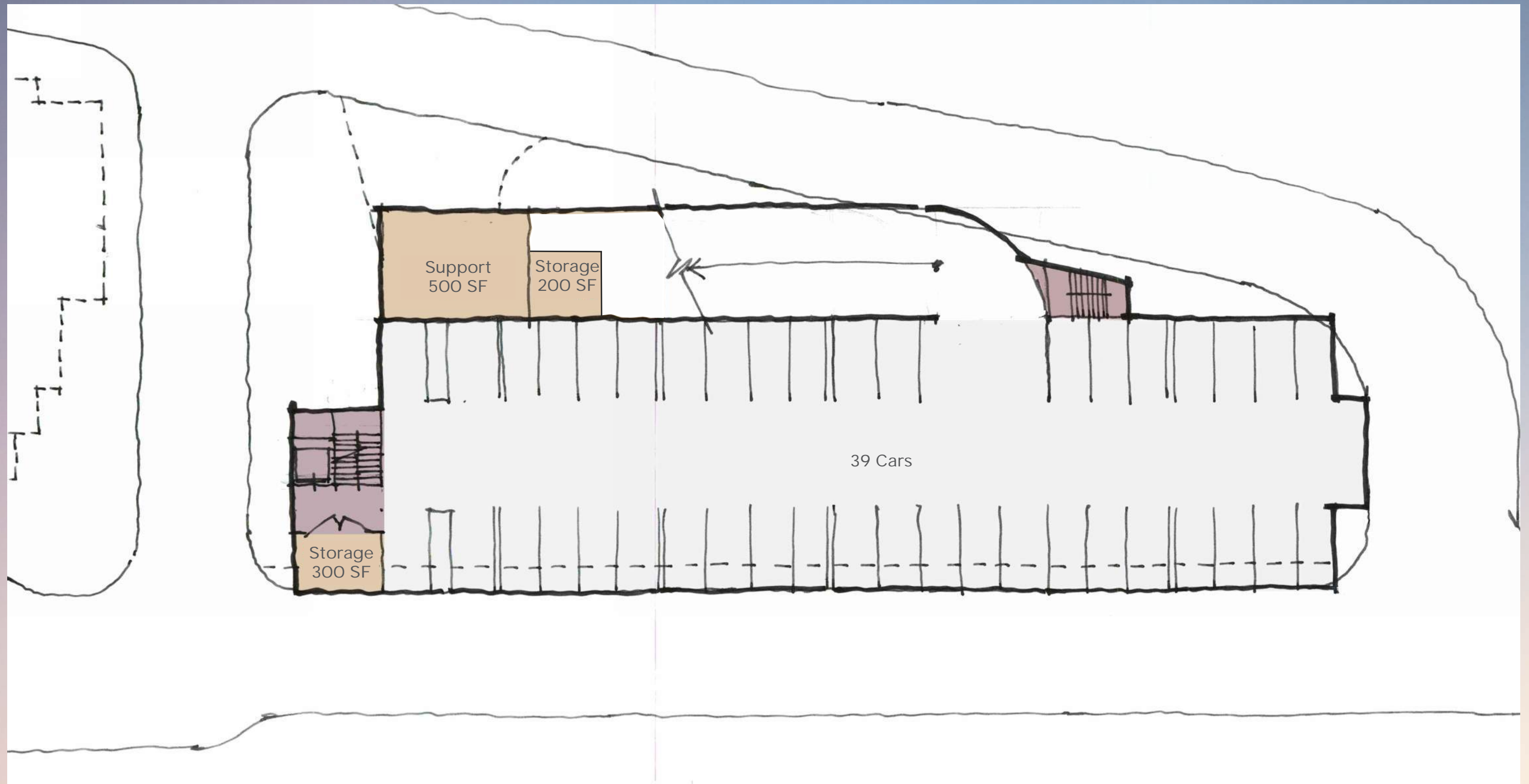
Roof - Scheme C



Additional Elements

2nd level of underground parking
Ice Rink
Water Feature
Snow Melt (active or under street)

Parking - Two Level Option



Ice

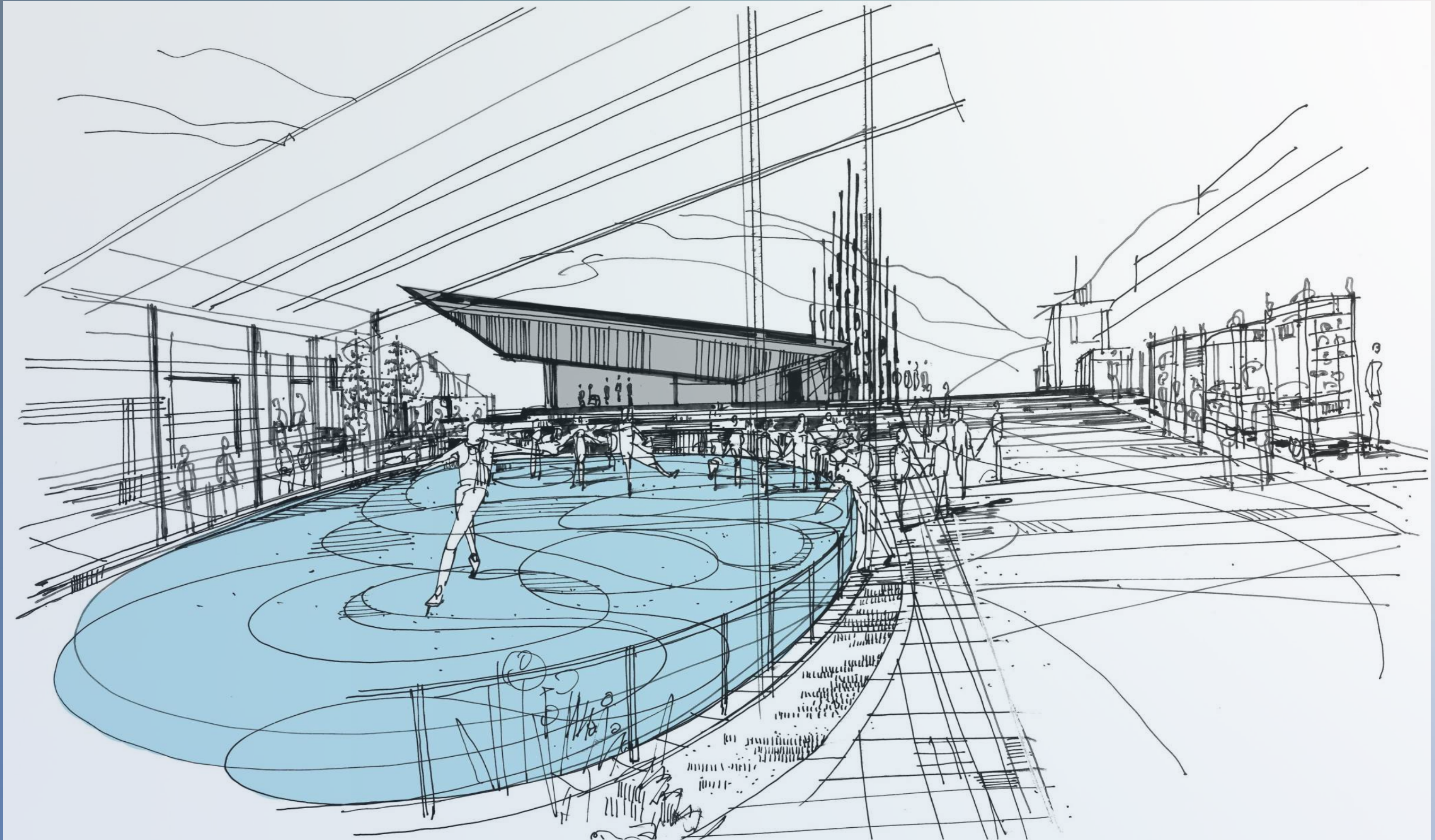


Exhibit D – Draft Meeting Minutes December 19, 2015

Consideration of the Preliminary Design Concept for the Main Street Plaza (Brew Pub)(Council member Beerman recused himself for adjacent business ownership previously disclosed):

Jonathan Weidenhamer, Economic Development Manager, with Craig Vickers and others from GSBS, presented this topic. Weidenhamer summarized the goals for this plaza and noted the presentation at the November 19th meeting, where three options were presented. He reviewed different costs associated with the different features of these plans. He stated he would bring this item back for the January 7th meeting, and then GSBS would return for the January 14th meeting to discuss what amenities should be a priority.

The Council agreed that the ice was not a priority, and the parking problem in the area might be resolved by adding a level to China Bridge. Council Member Matsumoto stated the City should receive public input on having 48 parking spaces or having a plaza. The Council favored the cut through from Swede Alley to Main Street, although there was discussion on making it a one way street or a pedestrian pathway.

Mayor Thomas opened the meeting for public comment.

Mark Stammer stated he developed three properties on Main Street, including the No Name Saloon. He stated the Brew Pub property was worth \$3 million. He hoped the City would keep this project simple or scrapping the project altogether and selling the property.

Ken Davis indicated he owned two properties on Main Street. When he saw the plans for this project, he hoped for something good for the community. Now it frightened him. He referred to the Park Silly Event where the original plan changed from being a craft/farmers market to vendors selling all sorts of things, which takes business away from other businesses. He didn't want to lose parking spaces and felt less parking would harm the merchants in town. Instead, he suggested selling the parcel and investing in an aerial transportation system up and down Main Street.

Steve McCombs asserted he liked the Swede Alley cut through. He asked if an appraisal had been done for this parcel. Weidenhamer stated an appraisal had not been done since 2012. McCombs was in favor of the City selling the property. He also stated Main Street could not accommodate all the vehicles, and suggested installing loading zones for limos, taxis and hotel vans.

Mark Anderson, HPCA, indicated this project had been studied since 2010. This area needed open space. The HPCA first considered constructing a plaza in the post office space, but that would only accommodate small groups. He felt this Brew Pub space could accommodate large groups and was needed. He was in favor of the cut from

Swede Alley to Main Street, and suggested it be made a one-way street. He thought the planning team should go with Option One with another deck of parking.

Jeff Atkinson, 230 Swede Alley, stated he liked the idea of having a park at this location. He supported getting rid of the ice and parking, and keeping it simple and cost effective.

Doug Stevens, 449 Main Street and 146 Main Street, stated that this was an opportunity to bring something to the historic district. He thought road realignment should be a priority. He also felt the transportation companies were becoming an annoyance and some resolution to that problem should be considered.

Bill Humbert, Park City resident, stated this project should be a simple design. He agreed with Mayor Thomas that the cut through should be pedestrian oriented. He asked the Council to keep their focus on City goals.

Thea Leonard, Treasure Mountain Inn, stated the reasons for this plaza was to preserve open space and parking, and the Council shouldn't be scared off by the price tag. She agreed with eliminating the ice rink, but indicated this could be an elegant open space with covered parking.

Mayor Thomas closed the public comment portion of the meeting. Diane Foster asked if the Council would like GSBS to come back with new options: one without parking, one with no ice, parking on China Bridge, etc. Council Member Simpson stated the plaza needed to be brought up to the Main Street level, so something needed to be done underneath. Council Member Matsumoto stated when the Main Street improvement project began, the Brew Pub Plaza project was deferred, but she was not ready to give it to the public sector yet. She agreed that it needed to be at street level, and acknowledged that there was support for the cut through.

Weidenhamer stated they would come back on January 14th with tweaks to the options based on the feedback received tonight. Council Member Peek indicated he also favored a street level plaza. He thought there was room on China Bridge to build another level, and also noted his preference to eliminate the parking, soils and ice. Council Member Henney stated he would like to see a bare minimum option for this project. Council Member Peek stated restrooms would be important for that area as well. Mayor Thomas felt it was imperative that this project would have a relationship with Main Street, and parking needed to be considered.

GSBS representatives stated they went through the process of listening to the stakeholders, and these options showed many possibilities for the area. Now they would put together what each element would mean for this site. They indicated they wanted to do what was best for Park City. Council Member Henney stated he would like to hear what the position of HPCA was for this property.



DATE: January 14, 2016

TO HONORABLE MAYOR AND COUNCIL

Staff is Proposing Changes to Title 4 in the Park City Municipal Code, as Well as Updating Council on Special Events Related Tasks. Amendments Are Targeted in Four Areas:

- 1) Creation of a Level One Event Category, with the Intention of Making the Regulatory Process Easier to Navigate for Less Complicated Events;
- 2) Creation of Additional Criteria for Event Approval and Evaluation;
- 3.) Creation of 'First Amendment Event' Category to Ensure the Right to Speak and Protest in Public Forums, and Protect Public Safety;
- 4) Creation of a Fee Reduction Policy and a Discussion to Ensure the Tool is Aligned with Council's Economic and Financial Goals; and
- 5) Update the Liability Insurance Requirements to Cover the City's Potential Exposure During an Event.

Respectfully:

Minda Stockdale,



City Council Staff Report

Subject: Special Events Department Code Changes
Author: Minda Stockdale, Special Events Department Intern
Jenny Diersen, Special Events Coordinator
Jason Glidden, Economic Development Project Manager
Department: Sustainability
Date: Thursday, January 14, 2016
Type of Item: Legislative

Summary Recommendations:

Staff requests the City Council review the amendments to the Municipal Code as proposed in the attached ordinance (Attachment 3), and direct staff on final changes for potential adoption on January 28th.

Executive Summary:

Staff is proposing changes to Title 4 in the Park City Municipal Code, as well as updating Council on Special Events related tasks. Amendments are targeted in four areas:

- 1) Creation of a Level One Event category, with the intention of making the regulatory process easier to navigate for less complicated events;
- 2) Creation of additional criteria for event approval and evaluation;
- 3) Creation of 'First Amendment Event' category to ensure the right to speak and protest in public forums, and protect public safety;
- 4) Creation of a Fee Reduction policy and a discussion to ensure the tool is aligned with Council's economic and financial goals; and
- 5) Update the liability insurance requirements to cover the City's potential exposure during an event.

These changes are consistent with Council's interest in ensuring a balance between tourism and local quality of life, as well as streamlined and flexible operating processes with municipal operations, as stated in Council's Desired Outcomes.

Acronyms in this Report:

SEAC	Special Events Advisory Committee
MFL	Master Festival License
SEP	Special Event Permit
RAB	Recreation Advisory Board

Background:

On October 9, 2014, staff facilitated a Study Session with City Council to discuss Special Events in Park City. During that conversation, Council members expressed concerns regarding the impact of events on the Park City community. Discussions centered on finding a "balance" between the positive economic outcomes that events bring to the community and the negative impacts such as traffic and parking congestion. Additional dialog focused on the

growth of community gatherings that have morphed into large-scale events, which we hear anecdotally has begun to deter local residents from attending.

City Council also discussed possible tools that could be utilized to mitigate event impacts and help to decrease “event fatigue” in the Park City area. These discussions focused on increasing community involvement, and finding a balanced way to evaluate and prioritize the event calendar based on location, timing and size of each event.

Lastly, Council discussed resources that the City utilizes to regulate, organize, promote, facilitate and mitigate for the impacts of events in Park City. Council requested that staff return with a clearer picture of the level of support that the City provides for events.

On December 4, 2014, Council provided direction and support to implement next steps to achieve the following goals:

- Reduce event impacts on residential neighborhoods;
- Create a tool for evaluating and prioritizing events;
- Increase community participation in event planning and debriefing; and
- Effectively and efficiently utilize City resources.

Council affirmed a number of next steps represented in the matrix below along with a brief description and proposed completion date. These projects were designed to help reach the stated goals above while paving the way for the City to have the ability to deny events that do not help build the community through positive economic benefits while minimizing negative impacts.

Project	Description	Update
Special Event Advisory Committee (SEAC)	Creation of a group of community stakeholders that will provide feedback on events including: event prioritization, event funding, and debrief information. Participants of this group would include: Chamber, HPCA, Lodging Association, Restaurant Association, Mountain Trails Association, Park City School District, resort representatives, and four at-large community members. Similar to RAB, appointments would come from Council through an application and interview process	The committee had its second meeting on October 29, 2015. The group will meet quarterly

Event Prioritization Process	Finalize process for prioritizing events based on a number of weighted criteria	Staff presented the Event Prioritization to SEAC on October 29, 2015; Staff is working with SEAC to finalize the grading sheet by February 2016
Code Changes on Event Type	Propose changes to Municipal Code that will create new event type that will realign event types based on impacts caused. Each event type would have different requirements such as: insurance, application deadlines, and permit fees	Staff is requesting review of proposed changes on January 14, 2016
Resident Notification Requirements	Create list of public notification requirements for events causing localized impacts on residential areas or business districts	This was completed and presented to City Council in March 2015
Event Venue Guideline Sheets	One-page sheets that would outline City-owned venues and provide guidelines specific to that venue. Items included would be: General type of event activity, parking availability, hours of operations, public transit availability, and other general restrictions	Staff presented a first draft of sheets to Council and is working on edited drafts. Completion is scheduled for Spring 2016
Reorganization of 4th of July Event	Rework 4th of July event to reduce impacts on the community and create an event that will continue to draw local residents to the event	Staff is debriefing the 2015 event and is working on plans for 2016 event

On March 26, 2015, staff returned to Council with updates on the following subjects:

- *Resident Notification Requirements*
- *Special Event Advisory Committee (SEAC)*
 - City staff hosted the second quarterly meeting on October 29, 2015
- *Reorganization of 4th of July Event*
- *Event Venue Guideline Sheets*

On January 14, 2016, staff returned to Council with updates on the following subjects:

Event Prioritization Process –

The Event Prioritization process will provide staff with a tool to grade events based on a variety of criteria. The primary focus will be on three areas: Economic Impact, Community/Cultural Impact, and City Resources. The process would be for staff to provide scoring to the grading sheet for each event permitted. The grading will allow a means of evaluating events to objectively inform decision making on event permitting for new and existing events, events that have reached critical thresholds or in the case of conflicting events.

Code Changes on Event Type –

Staff has proposed a number of edits to the Municipal Code as it relates to the permitting of events. In an effort to make the proposed edits easier to review, staff separated the edits into four categories and provided a summary of the changes proposed:

Event Titles – Staff is recommending the following changes to event category titles to avoid confusion over classification based on impacts and thresholds vs. intent or character.

- Community Event, now Level One Event
- Special Event, now Level Two Event
- Master Festival, now Level Three Event

Event Type – Staff is recommending edits to the Code that will create a new event types to align types of events based on impacts caused, and ensure the right to speak and protest in public forums, and protect public safety;

Staff is proposing the addition of a “Level One” type in Municipal Code. This type of event would come with limited impacts on the community and thus require less time to permit. These types of events would have the following:

- Application deadline;
 - Level One event applications (proposed) are to be submitted, completed thirty (30) days in advance;
 - Level Two event applications (previously SEPs) are to be submitted, completed sixty (60) days in advance;
 - Level Three event applications (previously MFLs) are to be submitted, completed ninety (90) days in advance.
- Application fee of forty dollars (\$40);

	<u>First Time</u>	<u>Reoccurring</u>
Level One/First Amendment	\$40	\$40
Level Two	\$80	\$80
Level Three	\$160	\$80

- Event types are determined based on degree of impacts on the City including but not limited to: anticipated attendance, use of amplified sound, transportation and parking impacts, use of public or private property and admission. In general,

any event is defined as the following if they meet one or more of the listed criteria in a given category:

- LEVEL ONE EVENT
 - the attraction of crowds up to 199 people; or
 - necessity for rolling street closure.
- LEVEL TWO EVENT
 - the attraction of crowds between 200 and 499 people; or
 - necessity for partial street closure.
- LEVEL THREE EVENT.
 - the attraction of large crowds greater than 500 people; or
 - necessity for full street closure.

Staff is proposing the addition of 'First Amendment Event.' First Amendment events have the same Application requirements as Level One events, including a forty dollar (\$40) Application fee, Application deadline of thirty (30) days, and all supplemental documents, unless deemed unnecessary by the Economic Development Manager or his/her designee. Additional components of First Amendment events are:

- Waiver of all fees if the Applicant demonstrates, by sufficient evidence, that the imposition of fees would create a financial hardship on the Applicant or would have a detrimental effect on services provided to the public.
- If it is not reasonably possible to obtain a permit in advance of a First Amendment event, no permit shall be required providing that they do not affect public health and safety or adversely interfere with a previously permitted event (defined in subsections B-E of section 4-8-5).

Approval of Events – Staff was asked by City Council in March to investigate criteria for approval and evaluation of an event beyond health and safety concerns, to include community prioritization criteria for an event. The proposed changes to the Code would add additional criteria for approval based on the economic and cultural value that an event brings to the community as well as how the event correlates with Park City's Economic Development Plan and the City's General Plan, determined by impact on public space, diversity of existing event calendar or uniqueness of event, degree of retail activity and degree of economic benefit compared to community impact and cost of City services. The criteria would be used to evaluate events and to make a decision on which event to permit when two applications are submitted that conflict with each other or create impacts too great to approve both events.

Fee Reductions – Currently, the City uses the fee waiver request process as a tool to help facilitate events. Fee waiver requests currently are evaluated and reviewed on an event-by-event basis. As the Special Events Department has improved its accounting and tracking of city service costs required for events, fee waiver requests have become a necessary option for event organizers, especially those in the non-profit sector and our community partners, which host more than 70% of events. The proposed edits to fee reduction policy in the Code will provide clarity on a fee reduction process for both

the event organizer and City Departments. The proposed process will evaluate reduction requests on a bi-annual basis, and will continue to follow the City's Purchasing Policy including when it is necessary for City Manager or City Council approval. The recommended changes also include criteria used by SEAC and City staff to evaluate and recommend level of city services to be provided to an event. Special Events staff is working to establish a threshold of requested waived city service costs above which SEAC would review and provide a recommendation. Recommended changes reflect the Fee Reduction Policy (Attachment 1), which Special Events staff has developed based on tracking of city service costs required for events, which for fiscal year 2015 was approximately two hundred thousand dollars (\$200,000).

Analysis:

Special Event staff has been working on the completion of the project list provided to Council in fall 2014. Staff has a number of proposed edits to the Municipal Code as it relates to the licensing of events (Attachment 3). Staff has been working to review the code within the Special Events Department as well as update fees currently approved in the City's fee schedule; many of the edits are merely a cleanup of these changes. In an effort to make the proposed edits easier to review, staff has provided a summary of the updates to Title 4 of the Park City Municipal Code:

Topic	Current Municipal Code Chapter	Summary of Current Code	Summary of Proposed Code	Analysis
Event Type	4-1-1.30 Master Festival; 4-1-1.49 Special Event	Two categories of event permits: Master Festival and Special Event. Public impact definitions are non-specific	Three categories of event permits: Levels One, Two and Three. Public impacts are specifically defined to facilitate and complement the Event Prioritization Process	Creation of a new category of Level One Event facilitates our local and community oriented events that have limited impacts and need for city services and staff time. Annually there are approx. 30 of these type of events, which represents thirty-nine percent (39%) of our overall event portfolio, the majority are self-contained. The code amendments reduce the amount of time and standards to permit these events
Event Type, cont.	Proposed: First Amendment Event	No event type that accounts for free speech activities	First Amendment event applications and permits for first amendment activities are highly encouraged but not ultimately required	Addition of First Amendment Event type protects the City and allows the City to enable citizens' First Amendment rights

Approval of Events	4-8-5 Standards for Permit Approval; 4-8-6 Conflicting Permit Applications	Standards for prohibiting or restricting event permits are primarily limited to health, safety and welfare impacts	Expanded to include event debrief and SEAC recommendations based on economic, cultural and community impacts; modified conflict provisions	Based on Council Study sessions we're creating new tools to approve and evaluate events
Fee Reductions (previously Fee Waivers)	4-8-9 Fee Waivers	Event fees may be waived by the City Manager or City Council at the recommendation of the Special Events Department. Requests for fee waivers are accepted on a rolling basis. No budget is indicated for waived event fees	Consider SEAC recommendations; applications for fee reductions would be accepted bi-annually; City budget max. of two hundred thousand dollars (\$200,000) will be allocated to be used towards reducing special event fees. Extraordinary requests or applications received outside of the specified deadline must address additional criteria in order to be considered for fee reductions	Aligns fee reductions with budget process
Liability Insurance	4-8-10 Insurance Requirements	MFL applications must include proof of liability insurance in the amount of two million dollars (\$2,000,000)	Proof of liability insurance would be set according to the Hazard Matrix. Staff research found use of a hazard matrix to be a best practice in other cities, including SLC. Our matrix was developed after consultation with risk management, insurance and department representatives.	Allows insurance requirement amounts to be adjusted per event based on the City's liability exposure. Some events will see lower amounts and some higher.

Department Review:

Sustainability, Executive, Legal and Special Events Departments have reviewed this report. The Special Event Advisory Committee has been briefed on the changes proposed.

Alternatives:**A. Review and Provide Final Changes as Necessary:**

Review the proposed Municipal Code Changes. These changes will allow City staff to better manage events by:

- Tailoring event requirements in accordance with their potential impacts, thus making the licensing process easier for events with fewer impacts, for example, Community Events;
- Providing additional standards for application denial beyond health, safety and welfare impacts, and allowing application denial if the City finds that events do not provide positive impacts to the community;
- Adhering to a well-defined and highly structured fee reduction policy that aligns with the City's budget process and facilitates the reduction of event fees for events that provide positive impacts to the community;
- Minimizing the City's liability exposure during events.

B. Modify:

Council could choose to modify the proposed Municipal Code Changes and provide edits to staff to ensure that City Council's goals are met.





C. Continue the Item:

Council could choose to continue the item and request that staff bring additional information back to Council.

D. Do Nothing:

Council could take no action. This would not provide direction to staff.

Significant Impacts:

	World Class Multi-Seasonal Resort Destination (Economic Impact)	Preserving & Enhancing the Natural Environment (Environmental Impact)	An Inclusive Community of Diverse Economic & Cultural Opportunities (Social Equity Impact)	Responsive, Cutting-Edge & Effective Government
Which Desired Outcomes might the Recommended Action Impact?	<ul style="list-style-type: none"> + Balance between tourism and local quality of life + Varied and extensive event offerings + Unique and diverse businesses + Multi-seasonal destination for recreational opportunities 		<ul style="list-style-type: none"> + Shared use of Main Street by locals and visitors + Entire population utilizes community amenities + Vibrant arts and culture offerings 	<ul style="list-style-type: none"> + Well-maintained assets and infrastructure + Streamlined and flexible operating processes + Ease of access to desired information for citizens and visitors + Fiscally and legally sound
Assessment of Overall Impact on Council Priority (Quality of Life Impact)	Very Positive 	Neutral 	Positive 	Very Positive 
Comments:				

Funding Source:

All funding would come from the City's General Fund.

Consequences of not taking the recommended action:

Staff will lack direction on next steps to take to improve special events and reach Council-stated goals.

Recommendation:

City Council should hold a public hearing and consider amending the Municipal Code as proposed in the attached ordinance.

Attachments:

Attachment 1 – Fee Reduction Policy

Attachment 2 – Fee Reduction Application

Attachment 3 – Ordinance and Proposed Changes to Municipal Code

- Ordinance Exhibit A – Title 4, Chapter 1
- Ordinance Exhibit B – Title 4, Chapter 8

Special Event Fee Reduction Policy

Park City Municipal Corporation is committed to facilitating Park City's community vibrancy and economic development by hosting special events, and to mitigating for the impact of these events. In this effort, the city will annually allocate up to two hundred thousand dollars (\$200,000) to be used towards reducing fees required to provide city services for special events. Fees eligible to be reduced include: application, building permit, facility or equipment rental, public safety personnel, field and park rental, special use of public parking permit, bleacher and trail fees. Fees will be reduced for qualifying first-time and recurring events. In order to be eligible for a Special Event Fee Reduction, applications must be filled out in their entirety.

A. Special Event Fee Reduction Evaluation Criteria

The City will consider the following when reviewing a special event fee reduction request:

1. **Criterion 1:** Charges event admission or fees for participation, and policy for attendees or participants unable to pay such fees;
2. **Criterion 2:** Provides free programs, or raises funds for organizations or free programs, benefitting local youth, seniors or underserved constituents;
3. **Criterion 3:** Provides positive tax benefits, raises funds or provides revenue opportunities to the city to offset City services and costs required by the event;
4. **Criterion 4:** Provides event opportunities during resort off seasons, defined as September 21-November 15, and April 1-May 15, excluding holidays;
5. **Criterion 5:** Demonstrates that the imposition of fees would create a financial hardship on the Applicant or would have a detrimental effect on services provided to the public.

The City's Special Events Advisory Committee (SEAC) and Special Events Department will review all applications and submit recommendations to a panel consisting of the Economic Development Manager and Budget Manager(s). The Panel may approve event fee reductions up to a total of fifteen thousand dollars (\$15,000). The City Manager may approve fee reductions from fifteen thousand dollars (\$15,000) to twenty five thousand dollars (\$25,000). If the total fee reduction request exceeds twenty five thousand dollars (\$25,000), or includes city service fees other than those indicated above, the request must be approved by City Council in a Public Meeting or through an approved City Services Contract. In the case of appeal, the City Manager will have final authority in determining whether an applicant meets these criteria for fee reduction requests fewer than fifteen thousand dollars (\$15,000). Determinations on fee reductions between fifteen thousand and twenty five thousand dollars (\$15,000-\$25,000) can be appealed to the City Council.

B. Special Event Fee Reduction Appropriations

The City currently reduces fees for Special Events through collaboration with multiple city departments. Of the fees required for city events, no more than two hundred thousand dollars (\$200,000) per annum will be waived; allocation of fee reductions will be determined at the sole discretion of the Economic Development and Budget Manager(s), City Manager or City Council. Unmet thresholds at the end of a year will not be carried forward to future years.

C. Special Event Fee Reduction Categories

Applications for Special Events Fee Reductions will be placed in five potential categories for tracking and evaluation processes. Categorization is determined by the event meeting at least one criterion listed for each category:

1. Local/Community Cultural Event: Events of or relating to artistic or social pursuits, hosted by organizations from Summit and Wasatch counties, and including vendors and/or participants and marketed to audiences within the state of Utah;
2. Local/Community Recreational Event: Events of or relating to sporting or competitive pursuits, hosted by organizations from Summit and Wasatch counties, and including vendors and/or participants and marketed to audiences from within the state of Utah;
3. Regional Cultural Event: Events of or relating to artistic or social pursuits, hosted by organizers from Utah counties including Summit and Wasatch counties, or from states including but not limited to Colorado, New Mexico, Arizona, Nevada, Idaho, Wyoming, or Montana, and including national vendors and/or participants and marketed to national audiences;
4. Regional Recreational Event: Events of or relating sporting or competitive pursuits, hosted by organizers and including vendors and/or participants from Utah counties including Summit and Wasatch counties, or from states including but not limited to Colorado, New Mexico, Arizona, Nevada, Idaho, Wyoming, or Montana, and including national vendors and/or participants and marketed to national audiences;
5. National and/or International Event: Events of or relating to artistic or social, sporting or competitive, or other pursuits determined to be valuable by the City, hosted by international or national organizations from states excluding those defined as 'regional', listed above, and including vendors and/or participants and marketed to national or international audiences.

D. Application Process

Application forms may be downloaded from the City's www.parkcity.org website, available via email from the Special Events Coordinators, or within the Special Events Office of City Hall. In order to apply for a Fee Reduction, applicants must request an estimate of event fees from the Special Events Department; estimates will be made available by the Special Events Department no later than thirty days (30) prior to the Application deadline. Estimates are not binding on the City; event organizers should anticipate fluctuations in final costs based on estimated fees. Appeals to estimated Special Events fees must be submitted to City Council.

E. Deadlines

All applications for Special Events Fee Reductions must be received no later than the following dates each year to be eligible for bi-annual consideration;

- October 1st for events occurring January 1st through June 30th, and
- April 1st for events occurring July 1st through December 31st.

Applications received outside the scheduled application process may be considered when the applicant demonstrates an immediate need for funding and provides justification for why the application was not filled within the specified deadline, unless otherwise directed by the Council.

Extraordinary requests received must meet all of the following criteria to be considered:

1. The request must align with the Special Event Fee Reduction Evaluation Criteria;
2. The applicant must show that the requested fee waivers represent an immediate fiscal need that could not have been anticipated before the deadline; and
3. The applicant must demonstrate significant consequences of not being able to wait for the next semiannual review.
 - i. Significant consequences could include inability to hold event due to event date or immediate fiscal need, but not wish or preference.

F. Award Policy

The reduction of Special Events fees shall be administered pursuant to applications and evaluation criteria established by the Special Events Department and Special Events Advisory Committee, and approved by the Economic Development and Budget Managers or City Manager upon the determination that such action is consistent with the overall goals of the City.

The Special Events Department and Special Events Advisory Committee will review all applications on a bi-annual basis, and forward a recommendation to the Economic Development and Budget Managers or the City Manager for authorization. All potential awards of fee reductions will be publicly noticed 48 hours ahead of a City Council action.

Nothing in this policy shall create a binding contract or obligation of the City. Individual event permits and their associated fees may vary from permit to permit at the discretion of City. Any reduction of Special Event fees is valid only for the permit specified therein and shall not constitute a promise of future reward. The City reserves the right to reject any and all applications, and to waive any technical deficiency at its sole discretion. All submittals shall be public records in accordance with government records regulations ("GRAMA") unless otherwise designated by the applicant pursuant to UCA Section 63-2-308, as amended.

PARK CITY MUNICIPAL CORPORATION SPECIAL EVENT FEE REDUCTION APPLICATION



Special Events
435.615.5150
specialevents@parkcity.org

Complete applications for Special Events Fee Reductions must be received by following dates each year to be eligible for bi-annual consideration; October 1st for events occurring January 1st through June 30th, and April 1st for events occurring July 1st through December 31st. Applications received outside the scheduled application process may be denied for approval. In order to be eligible for a Special Event Fee Reduction, applications must be filled out in their entirety. Please refer to the Special Events Fee Reduction Policy for more information.

FEE REDUCTIONS ARE NOT VALID UNTIL APPROVED BY THE CITY MANAGER OR CITY COUNCIL

Per Park City Municipal Code Section 4.8.9: Annually, the city will allocate up to two hundred thousand dollars (\$200,000) to be used to reduce fees required for special events. If the total fee reduction request exceeds twenty five thousand dollars (\$25,000), then the request must be approved by City Council Meeting in a Public Meeting or through an approved City Services Contract. Please refer to the Park City Municipal Code for complete information.

APPLICANT AND SPONSORING ORGANIZATION INFORMATION

Date of Application	
Applicant Legal Organization Name	
Organization Contact (First, Last)	
Title/Position	Phone/Email
Organization Street Address	
Organization Mailing Address	
Is organization a registered non-profit?	Yes <input type="checkbox"/> No <input type="checkbox"/>

SPECIAL EVENT FEE INFORMATION

EVENT TITLE:		
EVENT DATE (S)		
Estimate of total fees requested to be waived, provided by the Special Events Department:	\$ _____	
EVENT TYPE	<i>Please refer to the Special Event Fee Waiver Policy for more information</i>	
<input type="checkbox"/> Local/Community Cultural	<input type="checkbox"/> Local/Community Recreational	
<input type="checkbox"/> Regional Recreational	<input type="checkbox"/> National/International	<input type="checkbox"/> Regional Cultural

SPECIAL EVENT FEE REDUCTION EVALUATION CRITERIA Please limit responses to each of the following criteria to 500 words.

On a separate page, please indicate your reasons for choosing Park City as the location for your event.

Will a fee be charged for attendance or participation? Yes ☐ No ☐

On a separate page, please include a summary of all registration and/or participation fees, and policy regarding participants' inability to pay such fees.

Does the event provide programs for local youth or youth organizations? Yes ☐ No ☐

On a separate page, please include a summary of how the event provides programs for local youth or youth organizations. Your description should address how many youth you expect to benefit, and include projections and/or statistics and data.

On a separate page, please include a summary of how the event will generate positive tax benefits, raise funds or provide revenue opportunities to Park City. Your description should include projections and/or statistics and data.

If applicable, please include a Statement of Need on a separate page. Your summary should address how the imposition of fees would create a financial hardship on the Applicant or would have a detrimental effect on services provided to the public.

APPLICANT AND SPONSORING BUDGET INFORMATION The following information is required in order for the City to consider waiving Special Event fees. Only direct program or event fees may be listed.

Program or Event Expenses

A. Salaries/ Fees

Artists/Performance/Speakers Contracted Staff	\$ _____
Administrative	\$ _____
Program Staff	\$ _____
Other (Specify)	\$ _____
<u>Total Salaries/Fees</u>	\$ _____

B. Facility/ Space Rental Fees (non-city)
\$ _____

C. Remaining Costs (itemize)

Equipment Rental (non-city)	\$ _____
Marketing	\$ _____
Travel	\$ _____
Insurance (non-city)	\$ _____
Misc. fees (please specify)	\$ _____
Other (please specify)	\$ _____
<u>Total Event Costs</u>	\$ _____

D. Total Special Events Fees
\$ _____

Attach additional pages as needed to illustrate details of expenses listed above.

TOTAL Program Operating Expenses (A+B+C+D)
\$ _____

Program or Event Income

E. Registration and/or Participation Income \$ _____

_____ participants x	\$ _____ reg. or part. fees
----------------------	-----------------------------

F. Donations or Sponsorships

Corporate/ Business	\$ _____
Foundations/ Grants	\$ _____
Clubs/Organizations	\$ _____
Memberships	\$ _____
Individual Donors	\$ _____
Other (please specify)	\$ _____
<u>Total Donation/Sponsorship Total</u>	\$ _____

G. Other income (please specify)
\$ _____

Attach additional pages as needed to explain other income sources

TOTAL Program Operating Income (E+F+G)
\$ _____

RULES AND REGULATIONS

AGREEMENT AND SIGNATURE

I hereby certify that the information provided is true and correct to the best of my knowledge and that a true financial hardship would be wrought on the organization I represent if the municipal event fees are not waived.

Name (printed)

Signature *(if electronic signature is available):*

Date:

FOR MUNICIPAL USE ONLY

Date, Application received

Municipal Fees

- Application Fee _____
- Facility Rentals _____
- Field Rentals _____
- Public Parking Spaces _____
- Bleachers _____
- Fire Permit _____
- Total of fees that can be waived _____

Total Amount or Percentage of fees waived

\$ or % _____

Approved by City Manager – Diane Foster

Approved by Assistant City Manager – Matt Dias

Ordinance No. 15-XX

**AN ORDINANCE AMENDING TITLE 4, CHAPTERS 1 & 8 OF
THE MUNICIPAL CODE OF PARK CITY, UTAH**

WHEREAS, special events within the city limits of Park City continue to grow; and

WHEREAS, Park City Municipal Corporation desires to facilitate events that provide positive impacts to the local economy and help to build a higher quality of life for the local community; and

WHEREAS, Park City Municipal Corporation wants to ensure public health, safety, and welfare during all permitted events;

WHEREAS,

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF PARK CITY, UTAH THAT:

SECTION 1. AMENDMENTS TO TITLE 4 – Licensing of the Municipal Code Chapter One (In General). The recitals above are incorporated herein as findings of fact. Chapter 1 of the Municipal Code of Park City is hereby amended as redlined (see Exhibit A).

SECTION 2. AMENDMENTS TO TITLE 4 – Licensing of the Municipal Code Chapter Eight (Master Festival License). The recitals above are incorporated herein as findings of fact. Chapter 8 of the Municipal Code of Park City is hereby amended as redlined (see Exhibit B).

SECTION 3. This ordinance shall become effective upon publication.

PASSED AND ADOPTED BY THE Park CITY COUNCIL this ____ day of _____, 2015.

PARK CITY MUNICIPAL CORPORATION

Mayor Jack Thomas

Attest:

City Recorder

Approved as to form:

Mark Harrington, City Attorney



TITLE 4 - LICENSING

CHAPTER 1 - IN GENERAL

4- 1- 1. DEFINITIONS.

All words and phrases used in this title shall have the following meanings unless a different meaning clearly appears from the context:

4-1-1.1 **ALCOHOLIC BEVERAGES.** Includes "beer" and "liquor" as they are defined herein.

4-1-1.2 **ARCADE.** A business dedicating at least eighty-five percent (85%) of its square footage to amusement games only, and not more than fifteen percent (15%) dedicated to concession and/or cashiering. No food preparation is allowed and alcoholic beverages may not be sold.

4-1-1.3 **BEDROOM.** Each room in a hotel, motel, lodge, timeshare project, condominium project, single family residence or other nightly lodging facility that is intended primarily for the temporary use of transient guests for sleeping purposes.

4-1-1.4 **BEER.** Any beverage containing not less than one-half of one percent (.5%) of alcohol by volume and obtained by the alcoholic fermentation of an infusion or decoction of any malted grain, or similar products. "Heavy beer" means beer

containing more than three point two percent (3.2%) of alcohol by weight. "Light beer" means beer containing not more than 3.2% of alcohol by weight. "Beer" may or may not contain hops or other vegetable products. "Beer" includes ale, stout and porter. Beer does not include a flavored malt beverage.

4-1-1.5 **BEER LICENSE - SPECIAL EVENT TEMPORARY.** A license issued by the City to an individual or organization for a maximum period of time of thirty (30) days to sell beer at an event. Person's holding a special event temporary beer license issued by the City are also required to obtain a State Temporary Special Event Beer permit, but are not required to obtain an on-premise beer license.

4-1-1.6 **BEER RETAILER.** Any business establishment engaged, primarily or incidentally, in the retail sale or distribution of beer to public patrons, whether for consumption on or off the establishment's premises, and that is licensed to sell beer by the Commission and Park City.

4-1-1.7 **BEER RETAILER - ON PREMISE.** Any beer retailer engaged, primarily or incidentally, in the sale or distribution of beer to public patrons for consumption on the retailer's premises. It

includes taverns.

4-1-1.8 **BUSINESS.** A distinct and separate person or entity engaging in business, as those terms are defined herein. A business is distinguished from another business by separate state sales tax numbers or separate ownership.

4-1-1.9 **CHARITABLE ORGANIZATION.** "Charitable organization" means any recognized religious organization, or any social or welfare organization recognized and dedicated to the relief of the poor, care of the sick or elderly, or aid to victims of disaster, catastrophe, or personal tragedy.

4-1-1.10 **CLUB LICENSEE.** A Club Licensee is a person licensed under Chapter 5, Club Licenses, of the Alcoholic Beverage Control Act.

4-1-1.11 **COMMERCIAL VEHICLES AND TRAILERS.** Businesses that utilize motor vehicles as their normal course of business, but do not transport people to, from and within Park City for a fee. Such businesses include but are not limited to delivery trucking, commercial hauling, snow removal services, u-haul or other cargo rental vehicles, concrete trucks and dump trucks.

4-1-1.12 **COMMISSION.** The State of Utah Alcoholic Beverage Control Commission.

4-1-1.13 **CONDUCTING BUSINESS.** For purposes of this Title the term "conducting business" shall include the sale or offering for sale of any goods or merchandise, or the offering or performing

of any service for valuable consideration of any kind.

4-1-1.14 **CORPORATE SPONSOR.** Any business enterprise or combination of business enterprises which provide funding for any special event in the amount of fifty percent (50%) or more of the funds necessary to promote the event or account for fifty percent (50%) or more of the events operating expenditure budget.

4-1-1.15 **DABC.** The Utah Department of Alcoholic Beverage Control.

4-1-1.16 **DESIGNEE.** A Park City staff member qualified to process liquor-related Applications and renewals.

4-1-1.17 **DIRECTOR.** The Administrative Services Director of Park City.

4-1-1.18 **DIVISION.** The Park City Business Licensing Division.

4-1-1.19 **EMPLOYEE BASED.** Businesses which lease or otherwise provided employees to other businesses or any person in return for consideration. Such businesses include but are not limited to employment agencies and security firms.

4-1-1.20 **ENGAGING IN BUSINESS.** Includes all activities engaged in within the corporate limits of Park City carried on for the purpose of gain or economic profit, except that the acts of employees rendering service to employers shall not be included in the term business unless otherwise specifically prescribed. "Engaging in business" includes but is not limited to, the sale, rental, gifting, or

promotion of tangible personal or real property at retail or wholesale, the manufacturing of goods or property and the rendering of personal services for others for a consideration by persons engaged in any profession, trade, craft, business, occupation, or other calling, except the rendering of personal services by an employee to his employer under any contract of personal employment; each manufacturing or originating company whether individually occupying a premise or co-locating shall be required to obtain an individual business license for that business activity.

4-1-1.21 **FIREWORKS PERMIT.**

A permit issued by the City Fire Marshal for aerial or concession fireworks, pursuant to the Uniform Fire Code.

4-1-1.22 **GIFTING.** Includes various hospitality, gifting, filming, display, exhibiting or promotional use of goods, not for sale and other related activity that are marketing or promoting tools in which goods are given or traded to the public in general or desirable people so that the product will be associated with those people and appear in publications, media, internet, etc., and give the product exposure. Gifting is not just the display of goods with the hopes of future orders; it involves actually giving the product away, where the consideration for the gift is the exposure of the product; and includes direct or indirect interaction with customers, potential customers in order to increase awareness of a product, service of company. Corporate groups that receive gifts purchased by the corporation are not provided by another entity and are exclusively for the group will not be considered gifting.

4-1-1.23 **HOURLY UPHILL LIFT CAPACITY.** The aggregate number of persons that can be accommodated per hour by all of the ski lifts in a given ski resort operating at the maximum safe rate of operation.

4-1-1.24 **HOURLY USER CAPACITY.** The maximum number of persons that can be safely and reasonably accommodated per hour by an amusement park, golf course, athletic club, theater bowling alley, tennis club, racquetball club, swimming pool, and any other recreational, sports, or entertainment facility.

4-1-1.25 **LICENSEE.** Any person holding any beer or liquor license in connection with the operation of a place of business or private club. This term shall also include beer or liquor handling employee of the licensee. The licensee is responsible for the acts and omissions of its employees.

4-1-1.26 **LICENSED PREMISE.** Any room, building, structure, or place occupied by any person licensed to sell beer or to allow the consumption or storage of liquor on such premises under Chapter 4; provided that in any multi-roomed establishment, an applicant for an on-premise or off-premise beer license shall designate a room or portion of a building of such business for the consumption or the sale of beer, which portions shall be specifically designated in the application and, in the license issued pursuant thereto, shall be the licensed premises. Multiple dining facilities located in one building, owned or leased by one license applicant and subject to the same type of beer or

liquor license shall not be deemed separate licensed premises, and shall not be required to obtain a separate license for each area.

4-1-1.27 **LICENSE FEE(S).**

Includes the administrative fee and service enhancement fee as defined by the Business License Fee Schedule.

4-1-1.28 **LIQUOR.** Includes alcohol, or any alcoholic, spirituous, vinous, fermented, malt or other liquid combination of liquids, a part of which is spirituous, vinous, or fermented, and all other drinks or drinkable liquids, containing more than one half one percent (.5%) of alcohol by volume; and which are suitable for beverage purposes; and includes a flavored malt beverage. Liquor does not include a beverage defined as beer.

4-1-1.29 **MANUFACTOR.** Means to distill, brew, rectify, mix, compound, process, ferment, or otherwise make an alcoholic product for personal use or for sale or distribution to others.

~~4-1-1.30 **MASTER FESTIVAL.** Any event held on public or private property in which the general public is invited with or without charge and which creates significant public impacts through any of the following:~~

~~(A) the attraction of large crowds;~~

~~(B) necessity for street closures on Main Street or any arterial street necessary for the safe and efficient flow of traffic in Park City;~~

~~(C) use of public property;~~

~~(D) use of City transportation services;~~

~~(E) use of off-site parking facility, or~~

~~(F) use of amplified music in or adjacent to a residential neighborhood.~~

~~4-1-1.314-1-1.30~~ **MOBILE FOOD**

VENDOR. Any motor vehicle from which consumable on-site food service is offered. Mobile food vendors are restricted to serving construction sites.

~~4-1-1.324-1-1.31~~ **MONTHLY**

RENTAL FACILITY - UNDER MANAGEMENT. Any place where rooms or units are rented or otherwise made available by a manager or management company for residential purposes on a monthly or longer time basis, but not including monthly or longer rental by the owner of the property without management.

~~4-1-1.334-1-1.32~~ **NIGHTLY**

LODGING FACILITY. Any place where or any portion is rented or otherwise made available to persons for transient lodging purposes for a period less than thirty (30) days including, without limitation, a hotel, motel, lodge, condominium project, single family residence or timeshare project.

~~4-1-1.344-1-1.33~~ **NON-PROFIT**

CORPORATION. A corporation, no part of the income of which, is distributable to its members, trustees or officers, or a non-profit cooperative association.

~~4-1-1.354-1-1.34~~ **NUISANCE.** Any

licensed premises where: alcoholic beverages are manufactured, sold, kept, bartered, stored, consumed, given away or used contrary to the Alcohol Beverage Control Act, the Utah Liquor Commission

Rules and Regulations, or this Code; or intoxicated persons are permitted to loiter about, or profanity, indecent, immoral, loud or boisterous language or immoral, unruly, disorderly, lewd, obscene conduct is permitted, or carried on; or persons under the age of twenty-one (21) are permitted to purchase or drink beer or liquor; or city, county, state or federal laws or ordinances are violated by the licensee or his agents or patrons with the consent or knowledge of licensee which tend to affect the public health, safety, peace, or morals; or patrons are throwing litter or other objects within the licensed premises or from the licensed premises in a manner which tends to affect the public safety or health; or patrons are permitted to remove opened containers of alcoholic beverages or glasses containing alcoholic beverages from the licensed premises to the public street or way.

~~4-1-1.364~~-1-1.35 **PEDDLER.** A person who carries goods or merchandise with him or her and sells or offers for sale those goods or merchandise on a door-to-door or transient basis rather than from a fixed location.

~~4-1-1.374~~-1-1.36 **PERSON.** Any individual, receiver, assignee, trustee in bankruptcy, trust, estate, firm, partnership, joint venture, club, company, business trust, corporation, association, society or other group of individuals acting as a unit, whether mutual, cooperative, fraternal, non-profit, or otherwise.

~~4-1-1.384~~-1-1.37 **PLACE OF BUSINESS.** Each separate location maintained or operated by the licensee within Park City from which business activity is conducted or transacted. A

location shall be identified by street address or by building name if a street address has not been assigned. "Place of business" as used in connection with the issuance of beer and liquor licenses means cafes, restaurants, public dining rooms, cafeterias, taverns, cabarets, clubs, and any other place where the general public is invited or admitted for business purposes, including any patios, balconies, decks, or similar areas, and also means private clubs, corporations and associations operating under charter or otherwise wherein only the members, guest members and their visitors are invited. Occupied hotel and motel rooms that are not open to the public shall not be "places of business" as herein defined.

~~4-1-1.394~~-1-1.38 **RESTAURANT.** A place of business where a variety of hot food is prepared and cooked and complete meals are served to the general public in indoor dining accommodations, or in outdoor accommodation and is engaged primarily in serving meals to the general public.

~~4-1-1.404~~-1-1.39 **RESORT LICENSE.** A type of liquor and/or beer license available to a resort. A resort, for purposes of the Resort License definition, is a single building which physically touches the boundary of a ski area and has at least 150 dwelling or lodging units, the building itself is at least 400,000 square feet (excluding areas such as above ground surface parking) and where at least half of the units are owned by a person other than the resort licensee.

~~4-1-1.414~~-1-1.40 **RETAILER.** Any person engaged in the sale or distribution of alcoholic beverages to the consumer.

4-1-1.424-1-1.41 ROUTE

DELIVERY. Any delivery made to customers of a business, which makes repeated door-to-door deliveries to the same households along designated routes with an established time interval in between delivery visits. The majority of such deliveries must be to fulfill orders previously made by the customer. However, nothing in Chapter 3 shall prevent orders from being taken from established customers and filled during such delivery visits. Such businesses will include, but not be limited to, dairies and sellers of bulk meats or produce.

4-1-1.434-1-1.42 SELL OR TO

SELL. Any transaction, exchange, or barter whereby, for any consideration, an alcoholic beverage is either directly or indirectly transferred, solicited, ordered, delivered for value, or by any means or any pretexts promised or obtained, whether done by a person as a principal, proprietor, or as an agent, servant or employee unless otherwise defined in this title.

4-1-1.444-1-1.43 SET-UP. Glassware, ice, and/or mixer provided by a licensee to patrons who supply their own liquor.

4-1-1.454-1-1.44 SKI RESORT. A ski area, such as the Park City or Deer Valley Ski Areas, which is operated as a distinct and separate enterprise, and which shall be deemed to include, without limitation, the ski runs, ski lifts, and related facilities that are part of the ski area and primarily service the patrons of the ski area. The ski resort includes ski instruction, tours, first aid stations, parking garages, management and maintenance facilities, and workshops, but does not include food service, ski rentals, or retail sales of goods

or merchandise, which are all deemed separate businesses even if owned by a resort operator.

4-1-1.464-1-1.45 SKIER DAY. A three (3) year average of the total number of lift tickets sold annually, including daily lift tickets, resident coupons, complimentary tickets, and an estimated average of season pass holders daily use. The three (3) year average shall be calculated by the Ski Resort and shall include the three most recent years of operation from November 1 through June 30. The City may audit the analysis and any business records relied upon for the analysis. The calculation shall be submitted to the Finance Department by October 15th of each year.

4-1-1.474-1-1.46 SOLICITED

DELIVERY. A delivery of previously ordered goods or services or the United States mail. Solicited delivery includes, but is not limited to, the delivery of newspapers or publications pursuant to a subscription, the United States mail, parcel delivery services, businesses engaging in route delivery or persons delivering previously ordered goods or services on behalf of an established retailer of those goods or services.

4-1-1.484-1-1.47 SOLICITOR. A person who contacts individuals or the general public for the purpose of taking orders for goods or services, or encouraging attendance at sales presentations, lectures, seminars, or the like at which goods or services are promoted or offered for sale, whether the presentation is held within Park City or not, provided that the solicitor makes contact with the public at a location other than at the regular place

of business at which the goods or services are actually sold or performed. For purposes of Chapter 3, the term "goods or services" shall include merchandise, produce, personal services, property services, investment opportunities, franchises, time intervals in the use of ownership or real property, and any other kind of tangible or intangible thing that is given in exchange for a valuable consideration.

4-1-1.494-1-1.48 **SPECIAL EVENT.**

~~Any event, public or private, with either public or private venues, requiring City licensing beyond the scope of normal business and/or liquor regulations, as defined by this Code~~ A sporting, cultural, entertainment or other type of unique activity, whether held for profit, nonprofit or charitable purposes, occurring for a limited or fixed duration that impacts the City by involving the use of, or having impact on, City property, or requiring City licensing or services beyond the scope of normal business and/or liquor regulations, as defined by this Code; or creates public impacts through any of the following:

- (A) Full or partial street or sidewalk closures necessary for the safe and efficient flow of traffic in Park City, and/or~~The use of City personnel,~~
- (B) Use of public property, facilities, trails or parks, and/or~~Impacts via disturbance to adjacent residents,~~
- (C) Use of City parking facilities,~~and/or Traffic/parking,~~
- (D) Use of amplified sound above that defined in Chapter 3 of this Code,

~~and/or~~Disruption of the normal routine of the community or affected neighborhood; or

- (E) Use of private property in a manner varying from its current land use.~~Necessitates special event temporary beer or liquor licensing in conjunction with the public impacts. Neighborhood block parties or other events requiring street closure of any residential street that is not necessary for the safe and efficient flow of traffic in Park City for a duration of less than one (1) day shall be considered a Special Event.~~

Any organized activity involving the use of, or having an impact on, the above shall require a permit as outlined in Section 4-8-2 of this Code. Event levels are determined based on degree of City impacts including but not limited to: anticipated attendance, use of amplified sound, transportation and parking, use of public or private property and admission. Any event may be defined as the following if they meet one or more of the listed criteria in a given category:

(A) LEVEL ONE EVENT.

- (1) The attraction of crowds up to 199 people; or
- (2) Necessity for rolling street closure.

(B) LEVEL TWO EVENT.

- (1) The attraction of crowds between 200 and 499 people; or
- (2) Necessity for partial street closure.

(C) LEVEL THREE EVENT.

(1) The attraction of crowds greater than 500 people; or

(2) Necessity for full street closure.

(D) FIRST AMENDMENT EVENT. An activity conducted for the purpose of persons expressing their political, social, religious, or other views protected by the First Amendment to the United States Constitution and Article 1, Section 15 of the Utah Constitution, including but not limited to speechmaking, picketing, protesting, marching, demonstrating, or debating public issues on any City street or other property during the event. 'First Amendment Events' shall not include:

(1) Solicitations or events which primarily propose a commercial transaction;

(2) Rallies, races, parades or events conducted with motor vehicles or bicycles;

(3) Footraces.

4-1-1.504-1-1.49 **SPECIAL EVENTS COORDINATOR/MANAGER.** The Special Events Manager or his/her designee within the Department of Special Events and Facilities. The city employee designated by the Economic Development Manager within the Special Events Department, which administers the provisions in Chapter 8 of this Code.

4-1-1.514-1-1.50 **STREET CLOSURE.** The deliberate blockage of any

public street or City owned parking facility to prohibit the flow of traffic or access of vehicles. Any non-construction street closure shall require a master festival or special event license.

4-1-1.524-1-1.51 **SPONSOR.** A person, group, or business which has contracted to provide financial or logistical support to any special event or master festival. Such agreement may provide for advertising rights, product promotion, logo promotion, exclusivity of rights, products, or logos.

4-1-1.534-1-1.52 **SQUARE FOOTAGE.** The aggregate number of square feet of area within a place of business that is used by a licensee in engaging in its business.

4-1-1.544-1-1.53 **UNIT.** Any separately rented portion of a hotel, motel, condominium, apartment building, single family residence, duplex, triplex, or other residential dwelling without limitation.

4-1-1.554-1-1.54 **UNSOLICITED DELIVERY.** The delivery of any unsolicited newspaper or publication, sample product or advertising material. Unsolicited newspapers or publications, sample products or advertising material shall include, but not be limited to, handbills describing or offering goods or services for sale, any goods or products that were not previously ordered by the home owner or occupant, any newspaper or publication delivered without a subscription by the owner or occupant, and any coupons or rebate offers for goods and services.

4-1-1.564-1-1.55 **VENUE.** The

location or locations upon which a ~~Special Event or master festival~~ is held, ~~as well as which may include~~ the ingress and egress route ~~as approved in the conditions of the when included in the Special Event permit festival license.~~

~~4-1-1.574-1-1.56~~ **WHOLESALE**.

Any person other than a licensed manufacturer engaged in importation for sale or in the sale of beer, malt liquor, or malted beverages in wholesale or jobbing quantities to retailers.

(Amended by Ord. Nos. 01-31; 10-21; 13-32)

CHAPTER 8 –~~MASTER FESTIVAL LICENSE SPECIAL EVENT PERMIT~~**4- 8- 1. DEFINITIONS.**

For the purpose of this Chapter the following terms shall have the meanings herein prescribed.

(A) **APPLICANT.** The person, or group of people, who is or are the organizer(s) and with whom the responsibility for conduct of the event lies. The Applicant signs the ~~festival license~~ Special Event permit application and all other documents relevant to the event. ~~If the Applicant is a corporation, corporate sponsor, or business, or any other entity, which is not a natural person, the co-applicant or responsible party must be a natural person or persons, and not a corporation, corporate sponsor, or business, or any other entity, which is not a natural person.~~ See sponsor.

(B) **CONCESSION.** A privilege to sell food, beverages, souvenirs, or copyrighted or logoed event memorabilia at a ~~licensed event~~ permitted event.

(C) **SPECIAL EVENT PERMIT.** A permit sought by an Applicant for an event as defined in 4-1-1-48 of this Code, granted through the Special Events Department.

(C) **FEES.** Charges assessed by Park City for ~~permitting/licensing~~, staffing, equipment use/rental, property use/rental, set-up, clean up, inspections, public employees, or public equipment assessed to ~~a Special Event or festival~~ and established within the festival/licensing event permitting process.

(D) **~~PERMITTEE/LICENSEE.~~** The Applicant, as defined above, becomes the "~~permittee/licensee~~" when the ~~Master Festival License or Special Event License~~ Special Event permit is signed by the Economic Development Manager or his/her designee/Special Events Manager, upon meeting all the criteria in this Chapter. As the ~~permit-license~~ holder, the ~~permittee/licensee~~ becomes the sole proprietor of the event and inherits the responsibilities connected with all licenses and permits, fee assessments, ~~copyrights~~, and insurance liabilities connected with the ~~permitted/licensed~~ event.

(Amended by Ord. No. 01-31)

4- 8- 2. UNLAWFUL TO OPERATE WITHOUT A LICENSE; EXCEPTIONS.

(A) It is unlawful for any person to conduct a ~~Special Event~~ Special Event or Master Festival with or without charge for admission, on public or private property, without first applying for and being granted a ~~Master Festival License or Special Event permit license~~ for the specific event and its venue(s). All ~~licenses-permits~~ issued pursuant to this Title are non-transferrable and expire at the completion of the given event, or upon revocation, whichever is earlier.

(B) EXCEPTIONS.

(1) Funeral processions by a licensed mortuary;

(2) Activities lawfully conducted by a governmental agency within the scope of authority;

(3) Filming activities, if a permit for such activities has been issued by the city;

(4) First Amendment activities: If it is not reasonably possible to obtain a permit in advance of a First Amendment event, no permit shall be required providing that the prohibitions of subsections B, C, D and E of section 4-8-5 are not violated.

(Amended by Ord. No. 01-31)

4- 8- 3. RENEWAL OF PERMIT(S). LICENSES.

Licensees-Permittees under the provisions of this Chapter who successfully operate a ~~master festival or~~ Special Event under the provisions of this Chapter and who wish to have the event on an annual or periodic basis, must renew each ~~Master Festival or Special Event License~~ Special Event permit as ~~provided outlined in Section 4-8-4 herein.~~ provided outlined in Section 4-8-4 herein. ~~Events, which herein.~~ Events, which herein. ~~Event levels will be determined through the renewal process, regardless of recurrence or previously determined event levels.~~ Event levels will be determined through the renewal process, regardless of recurrence or previously determined event levels. ~~Activities that occur in series, such as concerts, falling under the criteria established in this Chapter, must have a Special Event permit~~ Activities that occur in series, such as concerts, falling under the criteria established in this Chapter, must have a Special Event permit ~~Master Festival or Special Event License, which specifically authorizes each concert in the series, even if the same performer is performing on separate occasions.~~

(Amended by Ord. No. 01-31)

4- 8- 4. MASTER FESTIVAL LICENSE-SPECIAL EVENT PERMIT

APPLICATION PROCEDURE.

(A) **APPLICATION SUBMITTAL.** All requests for Special Event permits shall be made on a Special Event application or First Amendment event application prescribed by the city and submitted to the Special Events Coordinator.- Applications for Special Events and Master Festivals shall be made in writing to the Special Events Manager. ~~Application materials are available at City Special Events Department and online at the city's website and the Chamber Bureau offices, and must be completed and submitted to the Special Event Manager not less than ninety (90) days prior to the scheduled opening of any Master Festival~~ any Level Three Event, and not less than sixty (60) days prior to the scheduled opening of any Special Event ~~any Level Two Event, and not less than thirty (30) days prior to the scheduled opening of any Level One or First Amendment Event unless otherwise approved by the City Council, or by the Special Events Manager for Special Events, or by the Economic Development Manager or his/her designee for Special Events, upon a showing of good cause.~~

(B) In addition to an Application for a Special Event permit, the Economic Development Manager or his/her designee shall require the Applicant to provide as necessary:

(1) Insurance coverage, waiver and release of damages and indemnification as described in 4-8-10;

(2) Supplemental documents, including a transport and traffic

control plan, contingency plan, and site map as described in 4-8-11;

(3) Proof that the applicant has obtained any applicable city, county, or other environmental agency approvals, permits or licenses as described in 4-8-7.

(CB) CITY COUNCIL REVIEW. The City Council of Park City shall review and either approve, approve with conditions, or deny the following applications:

(1) Applications for new Level Three Events~~master festivals~~;

(2) Applications for ~~master festival license~~ Level Three Event permit renewals where material elements of the event have substantially changed from the previous application; and

(3) Appeals of administrative decisions made pursuant to Subsection ~~(DE)~~ Administrative Review, herein.

(4) As used herein, a 'new ~~Master Festival~~' Level Three Event shall mean any Level Three Event ~~master festival~~ being proposed for the first time, an event renewal of a Level One, Level Two or First Amendment Event that now qualifies as a Level Three Event, or a Level Three Event ~~prior master festival~~ which was not renewed for a period exceeding one (1) year. The City Council shall review applications for compliance with the standards for

permit license approval described at Section 4-8-5 herein as follows:

(a) **Staff Review and Recommendation.** Upon receipt of a complete ~~Master Festival License~~ Level Three Event application and accompanying fee, City staff shall review the application for compliance with Section 4-8-5 herein. Staff shall subsequently return a copy of the application to the Applicant with comments and a recommendation, i.e., approve as is, approve with changes and/or conditions, or cause for denial. Incomplete applications will be returned to the Applicant and noted accordingly. Following review of the Level Three Event ~~Master Festival License~~ application and notice to the Applicant, the Special Events Coordinator ~~Manager~~ shall schedule the application for a public hearing before the City Council.

(b) **City Council Hearing.** Level Three Event ~~Master festival~~ applications requiring City Council review and appeals of administrative Special Event ~~Master Festival or Special Event~~ decisions shall be heard at a duly noticed public hearing of the City Council. The City Council shall

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review the application for compliance the standards set forth at Section 4-8-5 herein, and shall record its decision with written findings of fact, conclusions of law, and condition of approval, if applicable. Written notice of the City Council's decision shall be delivered to the Applicant within ten (10) days of the date of decision.

(DE) ADMINISTRATIVE REVIEW.

The Economic Development Manager or his/her designee ~~Special Events Manager~~ shall review and shall have the authority to administratively approve, approve with conditions, or deny the following applications:

(1) Level One and Level Two Event ~~Special Event~~ applications;

(2) First Amendment Event applications;

(32) Applications for ~~Master Festival License~~ Level Three Event permit renewals where material elements of the event have not substantially changed from the previous application. Upon receipt of a complete ~~Master Festival License~~ Level Three Event permit application and accompanying fee, the Special Events ~~Manager~~ Coordinator shall review the application for compliance with Section 4-8-5 herein.

Following review of the application, the Special Events ~~Coordinator~~ Manager shall

record his/her decision with written findings of fact, conclusions of law, and conditions of approval to the Economic Development Manager or his/her designee for final administrative approval. Once approved by the Economic Development Manager or his/her designee, the Special Event Coordinator will, if applicable, and deliver written notice of such decision to the Applicant. Any Applicant whose application has been administratively denied may appeal the decision to the City Council by filing a written request to the Special Events ~~Coordinator~~ Manager within ten (10) days of the date of decision. The City Council shall hear the matter de novo and with public hearing.

Upon receipt of a complete ~~master festival license~~ Special Event permit application and accompanying fee, the Special Events ~~Coordinator~~ Manager shall review the application for compliance with Section 4-8-5 herein. Following review of the application, the Special Events ~~Coordinator~~ Manager shall record his/her decision with written findings of fact, conclusions of law, and conditions of approval, if applicable, and deliver written notice of such decision to the Applicant.

(Amended by Ord. 01-31)

4- 8- 5. STANDARDS FOR PERMIT ~~LICENSE~~ APPROVAL; EXCEPTIONS.

Applications for Special Event permits ~~Master Festivals and Special Events~~ shall be reviewed for compliance with the standards provided herein. The Economic Development Manager or his/her designee ~~Special Events Manager~~ or City

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Council may ~~deny~~prohibit or restrict any Special Event ~~Special Event or Master Festival~~ whenever any of the conditions enumerated in this Section ~~is found likely to occur~~cannot be eliminated or sufficiently mitigated by Conditions of Approval to ensure public safety and consistency with the Park City General Plan, unless the event is modified to eliminate said conditions.

(A) The Special Event does not provide positive economic, cultural or community value, or is not in accordance with the goals outlined in the Park City General Plan. The economic, cultural and community value shall be determined by the City pursuant to the following criteria:

(1) Unreasonably restricts existing public access or adversely impacts shared space or the public, due to the number of events, nature of the event, proposed location and/or location conditions;

(2) Diversity of existing event calendar and uniqueness of proposed event;

(3) Degree of commercial activity of the event: event is not primarily retail and/or solely to avoid more restrictive general zoning and license regulations;

(4) Degree of economic benefit to the City through tax benefits, resort visitation, or marketing or branding value, compared to community impacts and costs of services.

(B) The conduct of the Special Event will substantially interrupt or prevent the safe and orderly movement of public transportation or other vehicular and pedestrian traffic in the area of its venue.

(CB) The conduct of the Special Event will require the diversion of so great a number of police, fire, or other essential public employees from their normal duties as to prevent reasonable police, fire, or other public services protection to the remainder of the City.

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(DE) The concentration of persons, vehicles, or animals will unduly interfere with the movement of police, fire, ambulance, and other emergency vehicles on the streets or with the provision of other public health and safety services.

Comment [MS5]: Alphanumerical change

(ED) The Special Event will substantially interfere with any other Special Event ~~Special Event or Master Festival~~ for which a permit license has already been granted or with the provision of City services in support of other such events or governmental functions.

Comment [MS6]: Alphanumerical change

(FE) Where applicable, the Applicant fails to provide the following:

Comment [MS7]: Alphanumerical change

(1) The services of a sufficient number of traffic controllers, signs or other City required barriers or traffic devices;

(2) Monitors for crowd control and safety;

(3) Safety, health, or sanitation equipment, and services or facilities reasonably necessary to ensure that

<p>the <u>Special Event</u> will be conducted without creating unreasonable negative impacts to the area and with due regard for safety and the environment;</p> <p>(4) Adequate off-site parking and traffic circulation in the vicinity of the event;</p> <p>(5) Required insurance, cash deposit, or other security; or</p> <p>(6) Any other services or facilities necessary to ensure compliance with City noise, sign, or other applicable ordinance(s).</p>	<p><u>designee may place reasonable time, place and manner of restrictions on the First Amendment Event. No such restriction shall be based on the content of the beliefs expressed or anticipated to be expressed during the First Amendment Event, or on factors such as the identity or appearance of persons expected to participate in the assembly.</u></p> <p>(Amended by Ord. No. 01-31)</p> <p>4- 8- 6. CONFLICTING <u>PERMIT</u>LICENSE APPLICATIONS.</p> <p>(A) No more than one (1) <u>Special Event Master Festival or Special Event</u> shall be approved for the same date(s) unless the <u>Economic Development Manager or his/her designee Special Events Manager or City Council</u> finds that the events will not adversely impact one another and that concurrent scheduling of the events will not adversely impact the public health, safety, and welfare. In making this determination, the <u>Economic Development Manager or his/her designee Special Events Manager or City Council</u> will apply the following criteria:</p>
<p>(GF) The event created the imminent possibility of violent disorderly conduct likely to endanger public safety or cause significant property damage.</p>	<p>Comment [MS8]: Alphanumerical change</p>
<p>(HG) The Applicant demonstrates inability or unwillingness to conduct the event pursuant to the terms and conditions of this Chapter or has failed to conduct a previously authorized event in accordance with the law or the terms of a <u>permit</u>license, or both.</p>	<p>Comment [MS9]: Alphanumerical change</p>
<p>(IH) The Applicant has not obtained the approval of any other public agencies, including the Park City Fire District, within whose jurisdiction the event or a portion thereof will occur.</p>	<p>Comment [MS10]: Alphanumerical change</p>
<p>(J) EXCEPTIONS. Applications for <u>First Amendment Event permits will be reviewed for compliance with the standards outlined in subsections B, C, D, E, G and H above. In reviewing any Application for a permit for a First Amendment Event, the Economic Development Manager or his/her</u></p>	<p>(1) Geographic separation of the events;</p> <p>(2) Proposed time and duration of the events;</p> <p>(3) Anticipated attendance volumes;</p> <p>(4) Necessity for public personnel, equipment, and/or transportation services at the events;</p>

and

- (5) Anticipated traffic and parking impacts.

(B) In cases where an event double booking conflict arises, the Economic Development Manager or his/her designee will encourage any secondary, or subsequent, Applicant to review the feasibility of collocating with the original Applicant. If collocating proves impractical, the Economic Development Manager or his/her designee will encourage any secondary, or subsequent, Applicant to offer a viable alternative strategy that meets the needs of all Applicants, while also ensuring adequate public safety measures remain intact.

(C) If no voluntary agreement is reached, than the Economic Development Manager or his/her designee shall resolve the issue based on the following order of priorities:

- (1) The Special Event that provides the greatest overall value to the City based on economic, cultural and community impacts, which for recurring events may be based on annual event debrief with recommendations from the Special Event Advisory Committee.

~~When more than one (1) Special Event or Master Festival application is received for the same date(s), the Special Events Manager finds that:~~

~~(1) the events will adversely impact one another; or~~

~~(2) concurrent scheduling of the events~~

~~will adversely impact the public health, safety, and welfare, the Special Events Manager shall resolve the conflict as provided herein.~~

~~(C) The Special Events Manager shall first attempt to reach an agreement among the conflicting Applicants to modify the applications in order to resolve the conflicts and accommodate the public interest. If no voluntary agreement is reached, then the Special Events Manager shall resolve the issue based on the following order of priorities:~~

~~(1) Historic usage special events or master festivals where the same Applicant has been granted a license under this Chapter for use of a particular City forum at a particular date, time, and place for more than three (3) consecutive years;~~

- (2) Special Events planned, organized, or presented by state, federal, or City governmental entities or their agents shall have priority over conflicting applications if:

(a) The application is timely filed and processed by the City;

(b) Ssaid governmental application is made in good faith and not with the effect or purpose of improperly chilling constitutional rights of conflicting Applicants; and.

~~(D)(3) If no voluntary agreement is reached, neither subsection (1) or (2) do not resolve the conflict, then the first-in-time application shall be given priority. The conflicting~~

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Applicant shall be advised of other open dates on the City's events calendar.

(Amended by Ord. No. 01-31)

4- 8- 7. LICENSES NECESSARY FOR A SPECIAL EVENT PERMIT, LICENSE AND MASTER FESTIVAL LICENSE.

The Applicant/licensee shall procure any applicable city, county or other governmental agency approvals, permits or licenses, provide to the Special Events Manager proof of a valid Special Event temporary liquor or beer license, fireworks license, and building permit, as applicable, as well as a receipt acknowledging that all application fees have been paid. The licensee must obtain all permits for any temporary structure constructed under the provisions of a Master Festival License and must pass all inspections as a condition precedent to a valid Special Event License. Temporary concessions on public or private property may be approved in conjunction with a Master Festival or Special Event in the sole discretion of the City. Such concessions must be directly related to the event and meet a demonstrated need of participants. Unless otherwise approved by City Council, all concessions require a regular business license.

(Amended by Ord. No. 01-31)

4- 8- 8. FEES TO BE ASSESSED; EXCEPTIONS.

(A) **APPLICATION FEE.** Special Event application fees shall be assessed according to the fee resolution. First-time Master Festival applications shall be

assessed a fee of one hundred dollars (\$100). Special Event and renewal Master Festival applications shall be assessed a fee of fifty dollars (\$50). All application fees are due and payable upon submission of a completed application. Applications shall be considered incomplete unless and until the application fee is paid in full. An Applicant for a recurring event that qualifies a new event level is responsible for renewal fee amounts of the given level, and not first-time event fees.

(B) **CITY SERVICE FEES.** Upon receipt of a completed Special Event permit Master Festival or Special Event application, the Special Events Manager Coordinator will provide the Applicant with an estimate of fees based on estimated costs for City services arising from the event, including but not limited to the use of City personnel and/or equipment, City transportation services, inspections, and user fees. A final assessment of City costs will occur upon completion of the Special Event. All City service fees will be adjudged to reflect actual cost. Unless reduced waived pursuant to Section 4-8-9, all City service fees must be paid in full within thirty (30) days of the final assessment of City costs for the master festival or Special Event.

(C) **FINANCIAL SECURITY.** The Special Events Coordinator Manager is authorized to require an Applicant to post a cash deposit or other security accepted by the City Attorney's Office for all estimated contingent costs prior to the issuance of a Special Event permit master festival license, as a guarantee against fees, damages, clean up, or loss of public property.

(D) **EXCEPTIONS.** Specified fees do

not apply to an application for a First Amendment Event permit if the Applicant demonstrates, by sufficient evidence, that the imposition of fees would create a financial hardship on the Applicant or would have a detrimental effect on services provided to the public.

(Amended by Ord. No. 01-31)

4- 8- 8.5 EVENTS IN PARKING STRUCTURES. Applications for Special Master Festivals and Special Events ~~taking~~ Events taking place within a parking structure shall be reviewed for compliance with all Municipal codes relating to Special Events ~~Master Festivals~~ along with the standards provided below.

(1) Location – Special Events or hospitality functions taking place within a parking structure shall only take place in Historic Recreation Commercial (HRC) District and Historic Commercial Business (HCB) District zones.

(2) Duration – Permitted Special Licensed ~~Events~~ or hospitality events taking place within a parking structure may not exceed 10 calendar days in duration.

(3) Frequency – Individual parking structures will be eligible to be converted into an event or hospitality use no more than two times during one calendar year.

(4) Application Requirements – In addition to the Special ~~Event~~ application requirements,

Applicants wishing to utilize a parking structure for a temporary assembly use as part of a special event or hospitality function must also provide the following:

- a. An original set of design plans stamped by a Utah licensed mechanical engineer that meet the intent of required ventilation standards as per the International Mechanical Code Section 403.3.1.1 for both occupancies. This plan must be approved by the Building Official.
- b. Design plans that demonstrate a plumbing systems and fixtures provided within the event space that meet the intent of the plumbing fixture requirements of IBC Chapter 29. This plan must be approved by the Building Official.
- c. All plans must be approved by the Deputy Fire Marshal and shall demonstrate compliance with the International Fire Code.

(Amended by Ord. No. 14-52)

4- 8- 9. FEE REDUCTIONS, WAIVERS.

(A) Annually, the city will allocate up to two hundred thousand dollars (\$200,000) to be used to reduce fees required for Special

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Events. Allocation of reduced fees will be determined at the sole discretion of the Economic Development Manager and Budget Manager(s), City Manager or City Council. Unmet thresholds at the end of a year will not be carried forward to future years.

(B) The Economic Development Manager and Budget Manager(s) City Manager may reduce waive the following Special Event permitting Master Festival or Special Event licensing and associated fees up to a total of twenty five thousand dollars (\$25,000) upon a finding of eligibility pursuant to the criteria provided herein:

- (1) Application fee;
- (2) Building permit;
- (3) Facility and/or equipment rentals;
- (43) Field and/or park rentals; and
- (54) Special use of public parking permit;
- (6) Use of public parking spaces and bleachers; and
- (7) Trail.

If the total fee waiver request exceeds twenty five thousand dollars (\$25,000) or includes other city service fees outside the fees mentioned above, then the request must be approved by City Council in a Public Meeting.

(CB) All fee waiver requests reduction requests will be reviewed twice a year. All

event fee reduction requests must should be submitted to the Special Events Department Manager prior to the application deadlines:

- (1) October 1st – Events occurring between January 1st and June 30th.
- (2) April 1st – Events occurring between July 1st and December 31st.

at the time of application, but in no case later than the first day of the proposed event. Applications received outside of the normal application process may be considered for reductions but must demonstrate an immediate need for reduction and provide justification to why the application was not filled within the specified deadline.

(D) Fee reduction applications will be evaluated by the Special Event Advisory Committee (SEAC) and a recommendation will be submitted to the Special Events Department. Special Events staff will make a recommendation to the Economic Development Manager and Budget Manager(s). Final waiver determinations will be made by these parties as outlined above. City Manager All decisions may be appealed with the final decision given by to the City Council. Eligibility for a full or partial fee reduction waiver shall be determined by the City Manager pursuant to the following criteria, none of which shall be individually controlling:

- (1) Charges event admission or fees for participation and policy for attendees or participants unable to pay such fees; For profit or non profit

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~~status of the Applicant;~~

(2) ~~Event provides free programs, or raises funds for organizations that provide free programs, benefiting local youth, seniors or underserved constituents; Whether the event will charge admission fees;~~

(3) ~~Provides positive tax benefits, raises funds or provides revenue opportunities to the City to offset City services and costs required by the event; Whether the event is youth-oriented;~~

(4) ~~Provides event opportunities during resort off seasons, defined as September 21 – November 21, and April 1 – May 15, excluding holidays; The duration of the event;~~

(5) ~~Demonstrates that the imposition of fees would create a financial hardship on the Applicant or would have a detrimental effect on services provided to the public.~~

~~Whether and to what extent the City is likely to receive positive tax benefits by virtue of the event;~~

(6) ~~The degree of City services involved and whether City costs are likely to be recovered by other revenue opportunities arising from the event;~~

(7) ~~The season of occurrence; and~~

(8) ~~Demonstration of hardship by~~

~~the Applicant.~~

Fee ~~reduction/waiver~~ requests must be filed ~~bi-~~annually, unless otherwise approved in a City services agreement by the City Council. Approval of a fee ~~reduction/waiver~~ for any application shall not create a precedent for future requests.

(Amended by Ord. Nos. 01-31; 06-57)

4- 8-10. INSURANCE REQUIREMENTS.

Upon receipt and review of a Special Event permit application, the Special Event Coordinator will submit the application with a recommendation for final authority by the City Attorney's Office for amount of liability insurance pursuant to the hazard matrix or more to be determined within ten business days (10) following submittal. The Special Event Coordinator will deliver written notice of such determination to the Applicant. Applicants shall provide proof of liability insurance in the determined amount no later than fourteen days (14) prior to the first set-up day of a Special Event. Applicants shall provide upon application for a Master Festival License proof of liability insurance in the amount of two million dollars (\$2,000,000) or more as may be required by the Special Events Manager or the City Attorney's Office, and The City Attorney's Office shall require the Applicant to further name Park City Municipal Corporation as an additional insured. ~~All~~ Applicants shall further indemnify the City from liability occurring at the event, except for any claim arising out of the sole negligence or intentional torts of the City or

its employees. Any reduction of these requirements must be approved by the City Attorney's Office prior to permit approval.

(Amended by Ord. No. 01-31)

4- 8-11. PERMIT APPLICATION SUPPLEMENTAL DOCUMENTS

(A) Transportation and traffic control requirements and considerations.

(1) All traffic and transportation control is the responsibility of the Applicant. A traffic and transportation control plan shall be provided to, and approved by, the Economic Development Manager or his/her designee upon recommendation by the Transportation Department by the event date. Plans are determined through collaboration with the Special Events Coordinator, and shall include determinations on transit impacts and traffic control, including pedestrian, bicycle, motorized and other methods of transport required for the event.

(2) Road closures will require appropriate traffic control. Appropriate traffic control may include by uniformed state, county or local police officers, or a private company, identified event staff, or physical devices, as determined by the Economic Development Manager or his/her designee;

(3) The Economic Development Manager or his/her designee may require an alternate route, or

alternative time, if the proposed Event occurs when traffic volumes are high, active road construction is present, an alternative event is already occupying the road, a safer route to accommodate the event, or the event poses a significant inconvenience to the traveling public.

(4) The Applicant shall restore the road or trail segment, or impacted area to its original condition, free from litter and other material charges;

(5) The Economic Development Manager or his/her designee may monitor and ensure compliance with the terms and conditions of any Special Event permit.

(B) Contingency Plan Requirements.

(1) Considering the nature of the planned Special Event, the Applicant shall develop:

(a) Contingency or emergency plans, including Emergency Medical Service, fire and police;

(b) Operations plan and timeline;

(c) Weather date and/or weather conditions plan;

(d) Residential notification and mitigation plan;

(e) Planned rest areas,

water and toilet facilities, and trash and recycling cleanup, and

(f) Plans to ensure that participants obey the conditions of the Special Event permit and all other generally applicable traffic laws, lights and signs;

(g) The Economic Development Manager or his/her designee may require that the Applicant provide notice to participants, bystanders, or the public of all plans enumerated in subsection (1) of this Rule. The amount of and method of notice shall be dependent on the circumstances of the event permit.

(C) Special Event Site Identification and Private Property Use Requirements.

The Applicant shall provide a detailed map showing the proposed course and direction of the event. Locations of parking areas, signs and banners, water stations, power sources, toilet facilities and other appropriate information shall also be included on this map. The Applicant is responsible for obtaining appropriate permission to locate these facilities on private property.

4- 8-121. RUNS, WALKS, FILM-MAKING, AND PROMOTIONS.

Runs, walks, film-making, parades, public demonstrations, and promotions shall be considered Special Events unless such event

does not create substantial public impact or requires substantial City service. Any ~~run, walk, filming, or promotion~~ undertaken by any ~~for-profit~~ business or corporation, must first be licensed as a business under Chapter 2, Business Licenses. ~~CFor-profit~~ corporations falling under the provisions of this Chapter or who are specifically in film-making or promotions on public or private property must, as a provision of their ~~permit~~license, provide proof of insurance, shooting schedule or schedule of events, produce written permission of property owners, and provide access to any set or site for purposes of Code enforcement.

(Amended by Ord. No. 01-31)

4- 8-132. CRIMINAL PENALTY.

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Any person who willfully violates any provision of this Chapter shall be guilty of a Class B misdemeanor. Persons conducting ~~Special Events~~ ~~Special Events or Master Festivals~~ without having first obtained a ~~Special Event permit~~ ~~Master Festival License~~ are subject to arrest and the ~~Special E~~vent is subject to closure.

(Amended by Ord. No. 01-31)

4- 8-143. REVOCATION FOR CAUSE; NOTICE TO CURE.

Comment [MS17]: Alphanumerical change

(A) **NOTICE TO CURE.** If the Special Events ~~Manager~~ ~~Coordinator~~ or any sworn law enforcement officer determines that the conditions of any ~~license~~ ~~permit~~ issued pursuant to this Chapter have been or are being violated, then notice shall be given to the ~~permittee~~ ~~licensee~~, sponsor, or designated organizer's representative of the ~~Special Event~~ ~~Special Event or Master Festival~~ to

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cure the violation.

(B) **FAILURE TO CURE.** It is unlawful for the ~~permittee~~~~licensee~~, sponsor, or on-site organizer's representative of an authorized ~~Special Event or Master Festival~~~~Special Event~~ to fail to take reasonable steps to promptly cure any notice of violation of this Chapter. It is also unlawful for any participant or spectator to fail to comply with lawful directions issued by any sworn law enforcement officer or by the ~~permittee~~~~licensee~~, sponsor, or on-site organizer's representative to cure their violation of this Chapter.

(C) **CLEAR AND PRESENT DANGER.** If a sworn law enforcement officer determines, after consultation with the Chief of Police or the Chief of Police's designee, that any failure to cure a violation of this Chapter creates a clear and present danger of immediate significant harm to life, public safety, or property which cannot be reasonably mitigated by increased public safety enforcement and which, on balance, outweighs the constitutionally protected rights of the organizers or participants in the ~~Special Event or Master Festival~~~~Special Event~~, the ~~permittee~~~~licensee~~, sponsor, or on-site organizer's representative of the ~~Special Event or Master Festival~~~~Special Event~~ shall be promptly notified that the ~~license~~~~permit~~ is revoked and that the ~~Special Event or Master Festival~~~~Special Event~~ must immediately cease and desist.

(D) **VIOLATION OF CEASE AND DESIST ORDER.** If a ~~permit~~~~license~~ is revoked as specified in Subsection (C) above, then it shall be unlawful for any person to fail to obey the order to cease and desist from illegal activities.

(Amended by Ord. No. 01-31)

CHAPTER 8A - PUBLIC OUTDOOR MUSIC PLAZAS

(Created by Ord. 00-36)

4-8A-1. TITLE FOR CITATION.

This section shall be known and may be referred to as the Public Outdoor Music Plaza Ordinance.

4-8A-2. PURPOSE: REASONABLE LICENSING PROCEDURES.

It is the purpose and object of this Chapter that the City establish reasonable and uniform regulations governing the licensing and manner of operations of public outdoor music plazas in Park City. This Chapter shall be construed to protect the legitimate and important governmental interests recognized by this Chapter in a manner consistent with constitutional protections provided by the United States and Utah Constitutions. The purpose of these regulations is to provide for the regulation and licensing of public outdoor music plazas within the City in a manner which will protect the property values of surrounding businesses and neighborhoods, and residents from the potential adverse secondary effects, while providing to those who desire to perform in and patronize public outdoor music plazas the opportunity to do so. The purpose of this Chapter is to prevent and control the adverse effects of public outdoor music plazas and thereby to protect the health, safety, and welfare of the citizens and guests of park City, protect the citizens

from increased noise, preserve the quality of life, preserve the property values and character of the surrounding neighborhoods.

4-8A-3. APPLICATION OF PROVISIONS.

This Chapter imposes regulatory standards and license requirements on certain activities, which are characterized as "public outdoor music plazas". It is not the intent of this Chapter to suppress any speech activities protected by the First and Fourteenth Amendments to the United States Constitution and the Constitution of the State of Utah, but to impose content-neutral regulations which address the adverse secondary effects of public outdoor music plazas. This Chapter is intended to supersede any other related ordinances including, but not limited to, Title 6 Chapter 3, Noise and Title 15, Land Management Code, of the Municipal Code.

4-8A-4. DEFINITIONS.

For the purpose of this Chapter, the following words shall have the following meanings:

(A) **AMPLIFIED EVENT OR MUSIC**. An event or music utilizing an amplifier or other input of power so as to obtain an output of greater magnitude or volume through speakers or other electronic devices.

(B) **STAGES**. The raised and semi-enclosed platforms that are designed to attenuate sound, or as otherwise approved by special events staff.

4-8A-5. ~~MASTER FESTIVAL~~

LICENSESPECIAL EVENT PERMIT; REVIEW PROCEDURE.

The public outdoor music plazas identified at Section 4-8A-6 herein may be programmed for public performances and outdoor music, subject to the regulations and conditions of this Chapter and subject to master festival licensing review pursuant to Title 4, Chapter 8, ~~Master Festival License~~Special Event Permit. No licensee nor performer shall accrue any vested rights under this revocable license.

(Amended by Ord. No. 03-18; 03-31; 04-13)

4-8A-6. PUBLIC OUTDOOR MUSIC PLAZAS.

The following locations, dates and times may be programmed for public performances and outdoor music:

(A) LOWER SUMMIT WATCH PLAZA.

(1) **LOCATION**. On the north end of Summit Watch Plaza. Approved plans are on file with the Special Events Department.

(2) **OPERATION DAYS/HOURS/MONTHS**. This stage may be programmed a maximum of three (3) days per week from June 1st through Labor Day. Programming is limited to a maximum of three (3) hours per day and shall begin no earlier than 12:00 Noon and conclude no later than 8:30 p.m. A timer device will be installed that shuts the power of the stage and sound system off at 8:30 p.m.

(3) **TYPE OF MUSIC.**

Amplified and acoustic with prerecorded music allowed during breaks. For amplified events or music on Summit Watch Plaza, the program manager shall be responsible to ensure that the sound system maintains the sound at an A-weighted sound level adjustment and maximum decibel level of ninety (90), as measured twenty-five feet (25') in front of the stage.

(B) **MINER' S PLAZA.**

(1) **LOCATION.** 415 Main Street.

(2) **OPERATION DAYS/HOURS/MONTHS.** This stage may be programmed a maximum of two (2) days per week from June 1st through Labor Day. Programming is limited to a maximum of three (3) hours per day and shall begin no earlier than 12:00 Noon and conclude no later than 8:30 p.m. Programming of this stage shall not conflict with any City-sponsored or duly licensed ~~master festival~~[Special Event](#) as approved by the Special Events Department, including but not limited to dates reserved for the Park City Arts Festival. A timer device will be installed that shuts the power of the stage and sound system off at 8:30 p.m.

(3) **TYPE OF MUSIC.** Solo and duo acts with microphones for vocal, with prerecorded music during breaks. For amplified events, the program manager shall be

responsible to ensure that the sound system maintains the sound at an A-weighted sound level adjustment and maximum decibel level of 90, as measured twenty-five feet (25') in front of the stage.

(C) **TOWN LIFT PLAZA.**

(1) **LOCATION.** 825 Main Street.

(2) **OPERATION DAYS/HOURS/MONTHS.** This stage may be programmed a maximum of three (3) days per week from June 1st through Labor Day. The maximum duration of programming per day shall not exceed four (4) hours and shall begin no earlier than 12:00 Noon and must conclude no later than 8:30 p.m. Programming of this stage shall not conflict with any City-sponsored or duly licensed ~~master festival~~[Special Event](#) as approved by the Special Events Department, including but not limited to dates reserved for the Park City Arts Festival. A timer device will be installed that shuts the power of the stage and sound system off at 8:30 p.m.

(3) **TYPE OF MUSIC.** Amplified and acoustic acts with microphones for vocal, with prerecorded music during breaks. For amplified events, the program manager shall be responsible to ensure that the sound system maintains the sound at an A-weighted sound level adjustment and maximum decibel level of ninety

(90), as measured twenty-five feet (25') in front of the stage.

(D) UPPER SUMMIT WATCH PLAZA.

(1) **LOCATION.** On the south end of Summit Watch Plaza. Approved plans are on file with the Special Events Department.

(2) **OPERATION DAYS/HOURS/MONTHS.** This stage may be programmed a maximum of three (3) days per week from June 1st through Labor Day. Programming is limited to a maximum of three (3) hours per day and shall begin no earlier than 12:00 Noon and must conclude no later than 8:30 p.m. A timer device will be installed that shuts the power of the stage and sound system off at 8:30 p.m.

(3) **TYPE OF MUSIC.** Amplified and acoustic with prerecorded music allowed during breaks. For amplified events or music at on Upper Summit Watch Plaza, the program manager shall be responsible to ensure that the sound system maintains the sound at an A-weighted sound level adjustment and maximum decibel level of 90, as measured twenty-five feet (25') in front of the stage.

(Amended by Ord. 01-20; 02-12; 03-18; 03-31; 03-35; 04-13)

4-8A-7. GENERAL REGULATIONS.

(A) The program manager, or his/her designee, shall provide on-site management for each event.

(B) A sound technician shall provide on-site noise monitoring for each event with music, amplified or otherwise, and any amplified event.

(C) Except as otherwise provided at Subsection 6(A) herein, for amplified events or music, the program manager shall be responsible to ensure that the sound system maintains the sound at an A-weighted sound level adjustment and maximum decibel level of 90, as measured twenty-five feet (25') in front of the stage. The data currently available to the City indicates that a maximum decibel level of 90 satisfies the purpose of this ordinance. The City may amend this ordinance consistent with newly acquired data.

(D) All events shall be open to the public and free of charge.

(E) No event shall exceed 250 people at one time unless a separate ~~master festival license~~ Special Event permit is granted for that event.

(F) The Police Department or other proper City official shall have access at all times to all public outdoor music plazas under this Chapter, and may make periodic inspection of said premises whether the officer or official is in uniform or plain clothes.

(G) All events shall take place only on authorized stages and shall have clean-up services directly following each event so as

to leave the plazas in a clean and litter free manner.

4-8A- 8. ALCOHOL.

It is unlawful for the licensee or any person or business to allow the sale, storage, supply, or consumption of alcoholic beverages at the public outdoor music plazas, unless licensed pursuant to Chapters 4-6 of Title 4, as applicable.

4-8A- 9. PERMITTEE HOLDER, PROGRAM BOARD.

(A) The licenseepermittee(s) will hire a program manager, approved by the City, said approval not to be unreasonably withheld. The program manager will be responsible for general management of each public outdoor music plaza and on-site oversight for each event. Agreements with the individual property owners will be provided to the City Special Events Department by the program manager.

(B) The permitteelicensee(s) shall schedule events in accordance with the regulations set forth in this Chapter. Nothing herein shall allow the City to regulate the content or otherwise censor plaza productions or speech. The permitteelicensee(s) shall at all times hold the City harmless and indemnify the City from all claims, actions and liability arising from the licensee(s)' use of the public outdoor music plazas. The permitteelicensee(s) shall maintain their own liability insurance, with the City listed as an additional insured in a form approved by the City Attorney.

(C) Nothing in this Chapter shall be

interpreted to create a contract or implied-contract between the City and any performer, or public outdoor music plaza owner.

(Amended by Ord. 03-31; 04-13)

4-8A-10. ON-GOING COMPLIANCE EVALUATION.

(A) PermitteeLicensee(s) shall post a phone number at each venue so that individuals may phone in comments. Based upon such comments, the special events staff may issue additional conditions consistent with the intent of this Chapter to the program manager, including decreasing DB levels in three (3) DB increments with at least three (3) days between each reduction. A summary of, and recommended response to comments will be forwarded to the City Council within seven (7) days of the end of each month of operation, or sooner if requested by the program manager to resolve any issue.

(B) The Police Chief, or his/her designee, may suspend the permits~~licensees~~ granted herein and schedule a revocation hearing before the City Council at the next regularly scheduled City Council meeting for any of the following causes:

- (1) Any violation of this Chapter as evidenced by a citation issued by the Police Department.
- (2) Any violation of law or City ordinance.
- (3) Upon any other evidence that the program manager or entertainer constitutes a hazard or nuisance to

the health, safety, or welfare of the community.

(Amended by Ord. 03-31; 04-13)

4-8A-11. TRANSFER LIMITATIONS.

The ~~master festival licenses~~Special Event permits granted under this Chapter are not transferable without the written consent of the Mayor. It is unlawful for an individual to transfer a public outdoor music plaza ~~master festival license~~Special Event permit without City approval as provided herein. If any transfer of the controlling interest in a public outdoor music plaza license occurs without City approval, the license is immediately null and void and the public outdoor music plaza shall not operate until a separate new license has been properly issued by the City as herein provided. The City will not unreasonably withhold consent of transfer provided the proposed licensee is a non-profit organization within Park City, meets all the criteria of this Chapter, and demonstrates experience managing ~~S~~Special Events.

4-8A-12. PLAZA ~~PERMITS~~LICENSES IN LIEU OF ADMINISTRATIVE PERMITS FOR OUTDOOR MUSIC AND OUTDOOR SPEAKERS.

The ~~master festival licenses~~Special Event permits granted under this Chapter are in lieu of any administrative conditional permit (CUP) for outdoor music, including outdoor speakers, pursuant to Title 15 of the Municipal Code, Land Management Code. The Planning Department shall not issue any outdoor music permits in the Historic

Commercial Business (HCB) zoning district north of Heber Avenue. The City may still issue outdoor music permits in conjunction with an approved ~~master festival license~~Special Event permit.

(Amended by Ord. 04-13)



MANAGER'S REPORT – 1/14/2016

Submitted by: Holly Hilton
Subject: Manager's Report -- Draft Integrated Utah Pollutant Discharge Elimination System (UPDES) Plan Submission

In 2009, EPA Region 8 and the Department of Water Quality (DWQ) directed Park City to obtain UPDES permits for Judge Tunnel and Spiro Tunnel. Park City negotiated a compliance timeline for the permits, which is outlined in a Stipulated Compliance Order. As part of the compliance process, PCMC is required to submit a Draft Integrated Plan annually. The attached draft was submitted to the DWQ prior to the December 31, 2015 deadline. Staff is providing the Integrated Plan to the Council for the purpose of an update on the work related to compliance.

Respectfully:

Holly Hilton, Assistant

WATER

December 30, 2015

VIA EMAIL: llamb@utah.gov

Ms. Leah Ann Lamb
Assistant Director
Division of Water Quality
Utah Department of Environmental Quality
P.O. Box 144870
Salt Lake City, Utah 84114-4870

RE: Letter of Transmittal, Integrated Plan for Stipulated Compliance Order (Docket Number M14-01) Park City Municipal Corporation

Dear Ms. Lamb:

This letter is intended to confirm our submittal of the Integrated Plan Docket Number M14-01.

Submittal of this document is intended to satisfy Section 11.A of the Stipulated Compliance Order, which requires submittal of the Integrated Plan by December 31, 2015 and annually thereafter.

A hard Copy of this letter and the Integrated Plan will be mailed to you today.

If you have any questions or require additional information, please contact Clint McAfee.

Regards,

Park City Municipal Corporation



Clint McAfee
Public Utilities Director

cc: Ken Hoffman, Division of Water Quality, kenhoffman@utah.gov
Kari Lundeen, Division of Water Quality, klundeen@utah.gov

Attachments: December 2015 Draft Park City Municipal Integrated UPDES Plan

Draft Park City Municipal Integrated UPDES Plan

December 2015

Introduction

In 2009, EPA Region 8 and DWQ directed Park City Municipal Corporation (PCMC) to obtain UPDES permits for Judge Tunnel and Spiro Tunnel as required by the Clean Water Act. In July 2011, PCMC submitted initial applications, and in February 2012 submitted revised applications, for UPDES permits at each source. Due to the complexity of PCMC's water system, the challenging topography of Park City, the short construction season, and the major financial impact of the new UPDES permit requirements on Park City's rate payers, PCMC requested UPDES permits that incorporate compliance schedules for meeting applicable permit limits that support water quality standards for Silver Creek and East Canyon Creek. Compliance schedules were developed and outlined in the Stipulated Compliance Order (SCO) based on water quality and human health priorities and the financial impact on Park City rate payers, consistent with EPA's June 5, 2012 *Integrated Municipal Stormwater and Wastewater Planning Approach Framework (Framework)*.

The final SCO and Fact Sheet/Statement of Basis (FS/SOB) for Judge and Spiro were executed in October 2014, and the final permits for Judge and Spiro Tunnels were issued in November 2014.

FS/SOBs and SCO

The FS/SOBs for the Judge and Spiro Tunnels provide the following: a detailed description and background of the facilities; background and purpose of the permits; descriptions of the outfalls, discharge water source, and receiving water; and a narrative on the effluent limitations and monitoring requirements.

The SCO outlines the compliance terms and time periods for the Judge and Spiro Tunnels.

Purpose

The purpose of this document is to provide the Utah Division of Water Quality with information on Park City's general approach, status, and progress towards complying with the UPDES permits for the Judge and Spiro Tunnels. To eliminate duplication of information and inconsistencies, none of the information that is contained in the FS/SOBs or SCO will be repeated in this draft integrated plan. The reader should refer to the FS/SOBs and SCO for a detailed description and background of the facilities and water quality information.

This document will remain in draft form and incomplete until the final completion date of 2033. This report will be continually updated and expanded as we move through the various stages of permit compliance.



Park City's Approach

To comply with the UPDES requirements, PCMC is working to create and implement a Judge and Spiro Water Treatment and Supply Master Plan. This plan will include progressive development of a Mine Influenced Water Treatment Program to be completed over the next 17 years. PCMC's goals and guiding principles for this project are: 1) keep it simple; 2) maintain current and future anticipated regulatory compliance and partnerships; 3) balance water quality goals and financial impacts; and 4) maximize community benefit from the Judge and Spiro tunnels. The basis for the Master Plan includes the following assumptions: projects selected to meet the UPDES requirements will be funded by user fees along with or in place of federal and state assistance; the State will honor the existing SCO in its current form; Water Quality Limits (WQL) will change only when we combine sources or move discharge points; and WQLs will only become more restrictive in the future.

Background

Judge Tunnel

Judge Tunnel is a historic mine adit or tunnel constructed between 1886 and 1889 to drain water from the Anchor Mine operations, later to be known as the Daly-Judge Mine. The Judge Tunnel is a municipal drinking water source. PCMC holds an easement by agreement with United Park City Mines Company in the Judge Tunnel for the collection and conveyance of water, and the construction and operation of water pipelines and pumps. These agreements are subject to mining exploration and operations by United Park City Mines Company.

The portal of the Judge Tunnel is located in Empire Canyon. Until recently, the water discharged from the portal was used as a drinking water source for many decades. This water entered the potable water system after disinfection using chlorine gas. When the water was turbid or the water was not needed in the distribution system, it was discharged into an ephemeral drainage channel in Empire Canyon prior to being exposed to chlorine. Due to a variety of water quality concerns and the availability of water produced from QJWTP, staff discontinued the use of the Judge Tunnel as a drinking water source in June of 2013. Under the terms of a separate agreement with the Division of Drinking Water, Judge water was prohibited from further use in the distribution system without additional treatment for antimony starting June 14, 2014. The water that is currently being discharged into the drainage channel also exceeds several additional parameters included in the UPDES permit for Judge Tunnel.

It is important to highlight that the diversion of Judge Tunnel water has resulted in an increased flow of water in the drainage channel which will continue until infrastructure to convey and treat Judge Tunnel is complete. At the completion of this construction, and the corresponding deadline per the SCO, water will no longer be discharged into Empire Canyon from Judge Tunnel and the drainage channel will return to its historic condition as an ephemeral drainage channel. In 2013, as part of a plan to convey Judge

Tunnel water to a future treatment facility near the existing SWTP or QJWTP, PCMC Council approved the construction of a pipeline running from Judge Tunnel to the existing SWTP site. This pipeline, which was recommended by staff based on an alternatives analysis, essentially precludes treatment and subsequent discharge of Judge Tunnel water in Empire Canyon in the future.

Spiro Tunnel

Spiro Tunnel is a historic mine adit tunnel constructed in about 1916 and 1917 to drain water from the Silver King Consolidated Mine and other mine operations. Spiro Tunnel is a municipal, snowmaking, and agricultural water source. PCMC holds an easement by agreement with the United Park City Mines Company for the installation, operation and maintenance of a municipal water system.

The portal of the Spiro Tunnel is located west of the existing Spiro Water Treatment Plant (SWTP) and within the Silver Star Development. A portion of the water draining from the Tunnel has been used by Park City for decades. At first it was chlorinated and mixed with Judge Tunnel water and a controlled blend of Thiriot Springs water. In about 1990, the first phase of the SWTP was constructed in order to remove arsenic, manganese, iron, thallium, and turbidity from the water prior to entering the potable water system. Controlled blending of Thiriot Springs and treated SWTP water was also implemented for antimony compliance. Over the years, SWTP has received several process and capacity upgrades, however it is not able to treat to stream standards as will be required by the Spiro or Judge UPDES permit and can only treat a portion of the total flow from the tunnel. Water not treated at the SWTP is discharged into the North and East Ditches, which run through the Park City Municipal Golf Course. Other entities with water rights in the Spiro Tunnel are Salt Lake City Corporation and Park City Mountain Resort. Also, a portion of the Tunnel flow is considered to be tributary to the East Canyon drainage and is to remain un-diverted and allowed to run down McLeod Creek. Uses for the Spiro Tunnel water include municipal potable, golf course irrigation, snowmaking, and agricultural use.

Elements of the Integrated Municipal Stormwater and Wastewater Planning Approach Framework

The elements included in this report are from the June 5, 2012 Framework. This report only includes the pertinent elements and does not duplicate information already contained in the FS/SOBs, SCO, or the UPDES permits. The elements not included may not be noted as such. Future versions of this report may include additional elements as the program develops.

Element 1: Water Quality, Human Health and Regulatory Issues

1.1 Assessment of Existing CWA Challenges

Judge Tunnel

The discharge from Judge Tunnel does not meet UPDES permit requirements. PCMC faces several compliance challenges for the Judge Tunnel. PCMC has two main options for treating Judge Tunnel flows: send Judge water to Quinns Junction Water Treatment Plant (QJWTP) with modifications; or send Judge Tunnel water to the existing SWTP which would need to be reconstructed to meet Judge and Spiro UPDES permit limits.

Spiro Tunnel

The Spiro Tunnel faces similar permitting challenges to the Judge Tunnel. In addition, Spiro produces very high volumes of water and more constituents to treat making compliance operations and management more difficult.

1.2 Identification and Characterization of Human Health Concerns

The FS/SOBs and UPDES permits include detailed receiving and source water quality information.

Drinking Water Use

PCMC operates and maintains a portion of Spiro Tunnel as a drinking water source. The tunnel source includes a portal and bulkhead. These waters are split and sent to the Spiro WTP and either East Canyon Creek or Silver Creek drainages. The Spiro WTP is a drinking water plant that reduces metals below EPA Safe Drinking Water Act (SDWA) maximum contaminant levels (MCL). The only exception is antimony, which is reduced below the MCL via blending with Thiriot Springs, another drinking water source with non-detectable antimony. Spiro water will continue to meet MCLs when it is used as a drinking water source.

Judge Tunnel is operated and maintained by PCMC and was a drinking water source until June 2013. It was removed as a drinking water source due to antimony concentrations just above the SDWA MCLs. Since 2013 it is exclusively discharged into Empire Creek.

Future treatment for both the Judge and Spiro Tunnels will include drinking water treatment capabilities for a portion of the tunnel flows.

1.3 Identification and Characterization of Water Quality Impairments

There are several impairments on the receiving waters. Information about TMDLs and other Water Quality Challenges can be found on the DWQ website. None of the TMDLs identify Judge or Spiro as major contributors.

1.5 Metrics for Evaluating Human Health and Water Quality Objectives

DDW regulates drinking water human health through SDWA regulations with accompanying MCLs and schedules for monitoring. PCMC meets all MCLs and will continue to do so while building new facilities to meet DDW permit limits.

DWQ has issued permits for Judge (UT-0025925) and Spiro (UT-0025461) Tunnels with monitoring only requirements based on individual stream discharge considerations and reasonable potential (RP) data. Samples are collected quarterly in accordance with the permits and results are reported to DWQ on discharge monitoring reports (DMRs) by the 28th of the month after each calendar quarter.

Element 2: Existing Systems and Performance

For all information related to Element 2 refer to the FS/SOB's, UPDES permits, and SCO.

Element 3: Stakeholder Involvement

The following City Council Meetings have been held to discuss the requirements of the permits and SCO.

- February 2, 2012 – Council Only
- April 5, 2012 – Council Only
- April 19, 2012 – Council Only
- August 9, 2012 – Council Only
- January 24, 2013 – Council Only
- March 28, 2013 – Council Only
- June 27, 2013 – Council Only
- December 19, 2013 – Council Only
- March 6, 2014 – Public Meeting
- July 31, 2014 – Public Meeting

Many future public meetings will be held as we develop alternatives to locate the future treatment facilities.

Element 4: Evaluating and Selecting Alternatives

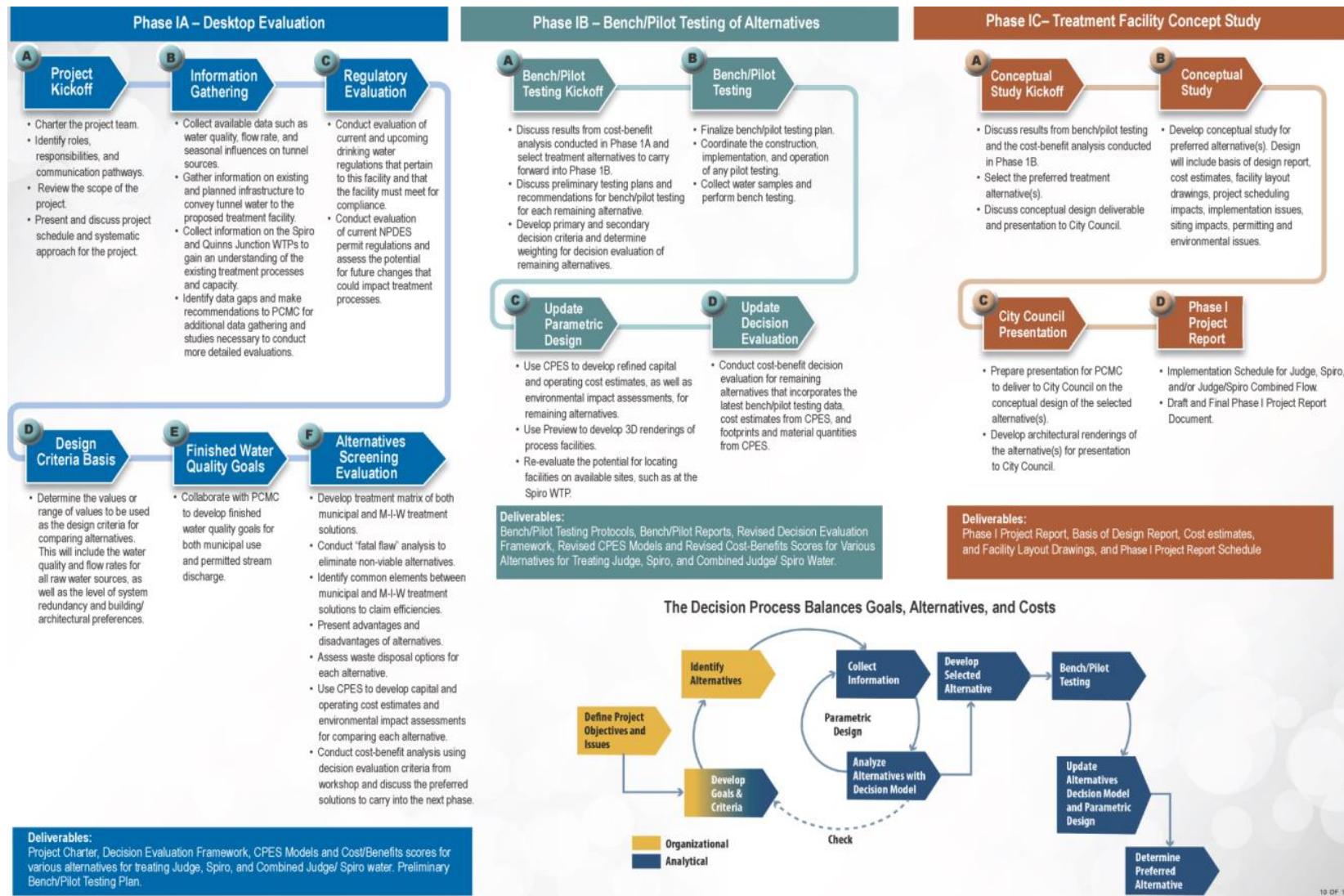
Since the issuance of the SCO, PCMC has developed a draft Project charter which includes goals and guiding principles to meet the requirements outlined in the SCO. Two initial phases have been

established which consist of the initial planning and programming efforts for the Project. Future phases will be developed based on the findings of the first two phases.

Phase I has the primary goal of: Identify Viable Treatment Alternatives that reliably meet the UPDES permit limits and drinking water regulations for Judge, Spiro, and combined Judge/Spiro Mining-Influenced Waters. Phase I will obtain a more accurate understanding of available and viable treatment processes and their requirements so that 2 to 3 preferred alternatives can be advanced to Phase II (Treatment Location and Siting Evaluation). Phase I has been further divided into three segments: Phase IA – Desktop Evaluation; Phase IB – Bench/Pilot Testing of Alternatives; and Phase IC –Treatment Facility Concept Study. Each phase will be more completely defined and scoped as the treatment process selection progresses and required process evaluation work is identified. PCMC has retained CH2M as a consultant to assist with Phases I & II evaluation efforts. The project approach is shown in Figure 1. We are currently moving into Phase IB and will likely be moving into Phase IC early summer of 2016.

In Phase II, the alternatives selected in Phase I will be further evaluated with respect to impacts on treatment location and overall water system planning. Phase II is expected to yield the selection of final treatment process(es) and treatment location(s). These results will be reported to DWQ in accordance with the SCO requirements.

Figure 1: Project Approach – Phase I



4.2 Opportunities for Green Infrastructure and Innovation

Opportunities for Green Infrastructure and Innovation will be developed as we progress into the design process for the new facilities. PCMC Council has elevated energy efficiency as a highest priority and we plan to integrate progressive technology and equipment to achieve this goal with any new facility we construct in the future.

4.3 Criteria for Comparing Alternatives

A series of workshops with pertinent stakeholders are ongoing to establish goals, develop criteria for assessing alternatives, establish project schedules, identify feasible treatment technologies and treatment trains, and to set the groundwork for the cost-benefit evaluation of alternatives. An overview of the initial workshop which addressed the alternatives analysis approach by CH2M and Park City is reflected in the following steps:

Steps in Decision Evaluation Approach

1. Identify potential treatment alternatives to treat Judge, Spiro and/or a combination of the two.
2. Select decision criteria representing important non-monetary benefits or attributes of an alternative that are:
 - Independent
 - provide differentiation
 - measurable in some quantitative fashion
3. Assign weights to the decision criteria to prioritize importance of the individual criterion to the decision process.
4. Develop a quantitative measurement or scoring methodology to define the performance of each alternative with respect to each criterion.
5. Score the alternatives for each criterion.
6. Calculate the non-monetary benefits offered by each alternative, based on the product of the weight assigned to the criterion and the score.
7. Develop cost estimates (construction and O&M) for each potentially viable alternative, keeping cost as a stand-alone factor for the decision evaluation process
8. Calculate the benefit-to-cost ratio for each alternative.
9. Perform sensitivity analyses, as needed, to evaluate the impact of criteria weighting and scoring on the benefit score and benefit-to-cost ratio for each alternative.
10. Discuss the decision process results and the value of benefits relative to the additional costs or savings afforded to ultimately select the optimum alternative.

During the initial workshops, criteria, both monetary and non-monetary, have been developed by PCMC for application in the treatment process evaluation/comparison. These criteria generally include cost (construction and O&M), water quality, operation & maintenance requirements, environmental impacts, neighborhood impacts, and risk. Subcategories within each of these categories were further defined with weighting to each subcategory applied.

4.4 Identification of Alternatives, Costs and Pollutant Reduction

Initial workshop efforts have resulted in the identification of potential treatment technologies that could address the removal of contaminants for the tunnel discharges. These technology options are reflected in Figure 2 below.

Figure 2: Treatment Technology Options

Treatment Technology Options													
Exhibit 6: Preliminary Matrix of Treatment Options Prior to Discharge													
	Unit Process	Parameters											
		Fe	Mn	As	Cd	Hg	Pb	Sb	Se	Tl	Zn	TSS	P
Filter	Coagulation/filtration	✓	✓	✓		✓		✓	✓			✓	
	Hydrous Manganese Oxide Filtration	✓	✓	✓								✓	
	Precipitation/filtration	✓	✓	✓	✓	✓	✓	✓			✓	✓	✓
	Oxidation/precipitation/filtration	✓	✓			✓				✓		✓	
Membrane Process	Microfiltration			✓		✓						✓	✓
	Ultrafiltration			✓		✓						✓	✓
	Nanofiltration	✓	✓	✓	✓	✓	✓		✓		✓		✓
	Reverse Osmosis	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		✓
Sorption	Iron Oxides			✓									
	Manganese Dioxide	✓	✓										
	Titanium Dioxide			✓	✓		✓	✓			✓		
	Sulfur Modified Iron			✓					✓				
IX	Activated Alumina			✓				✓	✓	✓			
	Cation Exchange	✓	✓		✓		✓				✓		
	Anion Exchange			✓		✓			✓				
	Electrodialysis Reversal			✓	✓		✓	✓	✓	✓	✓		
Precipitation	Excess Lime Softening	✓	✓		✓		✓					✓	
Biological Reduction	Anoxic/anaerobic Bioreactor								✓				
Reactive Media	Zero Valent Iron			✓		✓			✓				

- PCMC already removes arsenic in potable water treatment
- Treatment for iron and manganese removal is well established
- Lead is predominately in particulate form; limits require removal of particulate lead
- Focus discussion on Cd, Sb, Tl, and Zn

Through initial desktop assessments of potential treatment technology process alternatives (see list below), performed by CH2M, oxidation/precipitation/filtration/adsorption treatment processes were determined to be the most viable alternatives (i.e. SD-1 and SD-2).

Preliminary M-I-W Treatment Alternatives – Stream Discharge

- SD-1: Ox > Caustic > Coag/Floc/Sed > Metsorb (Adsorption) > Acid
- SD-2: Ox > Caustic > Coag/Floc/Sed > Filtration > Acid > Metsorb (Adsorption)
- SD-3: Ox > Caustic > Coag/Floc/Sed > Filtration > Ads > Ads > Acid
- SD-4: Ox > Caustic > Coag/Floc/Sed > Ox > Acid > Coag/Floc/Sed > Caustic
- SD-5: Ox > Caustic > Coag/Floc/Sed > Ox > Acid > Coag/Floc/Sed > Filtration > Caustic
- SD-6: Ox > Caustic > Coag/Floc/Sed > Ox > Acid > Coag/Floc/Sed > Metsorb (Adsorption) > Caustic

- SD-7: Ox > Caustic > Coag/Floc/Sed > Ox > Acid > Coag/Floc/Sed > Filtration > Caustic > Metsorb (Adsorption)
- SD-8: Ox > Caustic > Coag/Floc/Sed > Ox > Acid > Coag/Floc/Sed > Filtration > Caustic > Ads > Ads
- SD-9: Ox > Lime Soft > Coag/Floc/Sed > Ox > Acid > Coag/Floc/Sed > Filtration > Lime
- SD-10: Ox > Lime Soft > Coag/Floc/Sed > Ox > Acid > Coag/Floc/Sed > Filtration > Lime > Metsorb (Adsorption)
- SD-11: Ox > Coag/Floc/Sed > MF > RO > Caustic

Using the criteria established during the workshops, the eleven (11) selected viable preliminary treatment processes were further evaluated and ranked. Summary results of these findings are provided in Figures 3 through 5.

DRAFT

Figure 3: Decision Criteria Scoping

Decision Criteria Scoring

Criteria	Scoring Methodology	LOW or HIGH SCORE WINS	CALCULATED or SCALED	Alt. J-S-SD-1	Alt. J-S-SD-2	Alt. J-S-SD-3	Alt. J-S-SD-4	Alt. J-S-SD-5	Alt. J-S-SD-6	Alt. J-S-SD-7	Alt. J-S-SD-8	Alt. J-S-SD-9	Alt. J-S-SD-10	Alt. J-S-SD-11	Minimum	Maximum	Spread
Operations & Maintenance																	
Operability	Number of unit processes (LOW SCORE WINS)	LOW	CALCULATED	7.00	8.00	9.00	9.00	10.00	10.00	11.00	12.00	10.00	11.00	13.00	7.00	13.00	6.00
Maintenance Complexity	Number of complex mechanical components (LOW SCORE WINS)	LOW	CALCULATED	14.00	14.00	14.00	12.00	17.00	17.00	17.00	18.00	18.00	27.00	12.00	27.00	15.00	
Safety	Number of chemical systems (LOW SCORE WINS)	LOW	CALCULATED	9.00	9.00	9.00	9.00	9.00	9.00	9.00	9.00	10.00	10.00	11.00	9.00	11.00	2.00
Process Complexity	Number of process parameters that must be controlled (LOW SCORE WINS)	LOW	CALCULATED	12.00	12.00	13.00	14.00	16.00	15.00	17.00	18.00	17.00	18.00	22.00	12.00	22.00	10.00
Environmental Impacts																	
Greenhouse Gases	Tons of greenhouse gas produced per year (LOW SCORE WINS)	LOW	CALCULATED	3288.57	3322.57	3411.59	6657.26	7095.10	7220.37	7259.26	7348.28	10351.84	10516.04	11621.48	3288.57	11621.48	8332.92
Residuals Production	Tons of residuals generated per year (LOW SCORE WINS)	LOW	CALCULATED	15449.27	15449.27	15449.27	17138.06	19767.63	19767.63	19766.04	19766.04	41171.36	41171.36	18575.00	15449.27	41171.36	25722.09
Hazardous Materials Production	Hazardous materials generated - lb/yr (LOW SCORE WINS)	LOW	CALCULATED	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Neighborhood Impacts																	
Traffic/Safety	Number of truck deliveries per year (LOW SCORE WINS)	LOW	CALCULATED	1178.39	1178.39	1185.39	1648.35	1796.20	1822.20	1822.12	1829.12	2690.27	2716.27	1568.24	1178.39	2716.27	1537.88
Footprint	Total area of land required - SF (LOW SCORE WINS)	LOW	CALCULATED	51477.60	55035.15	60694.93	63761.49	75590.10	75112.67	79147.65	84807.43	61378.75	64936.30	175665.48	51477.60	175665.48	124187.88
Additional Land Required	Total area of land required outside of SWTP footprint - SF (LOW SCORE WINS)	LOW	CALCULATED	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	143549.77	0.00	143549.77	143549.77
Noise	Total operating motor horsepower - HP (LOW SCORE WINS)	LOW	CALCULATED	469.95	469.95	469.95	302.28	514.01	512.84	514.01	514.01	611.76	611.76	8732.03	302.28	8732.03	8429.76
Schedule	Estimated time to construct - Months (LOW SCORE WINS)	LOW	CALCULATED	24.00	27.00	30.00	24.00	27.00	27.00	30.00	33.00	27.00	30.00	36.00	24.00	36.00	12.00
Odor	Annual production of H2S - lb/yr (LOW SCORE WINS)	LOW	CALCULATED	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	600.00	600.00
Risk																	
Track Record	Number of years of use of unit process in similar applications (HIGH SCORE WINS)	HIGH	CALCULATED	55.00	70.00	56.25	100.00	100.00	70.00	77.50	65.00	100.00	77.50	56.67	55.00	100.00	45.00
Proprietary Technologies	Number of unit processes relying on single vendor for supply (LOW SCORE WINS)	LOW	CALCULATED	1.00	1.00	1.00	0.00	0.00	1.00	1.00	1.00	0.00	1.00	0.00	0.00	1.00	1.00
Multiple Barriers	Number of multiple barriers for metals to accommodate changing water quality (HIGH SCORE)	HIGH	CALCULATED	2.00	3.00	4.00	2.00	3.00	3.00	4.00	5.00	3.00	4.00	3.00	2.00	5.00	3.00
Future-Proof Metals and Toxicity	Final normalized concentration of Sb+As+Cd+Pb+Ti+Zn+Se+Hg with respect to permit limits	LOW	CALCULATED	20.66	20.28	4.31	36.38	14.39	11.95	11.95	6.31	14.13	11.69	18.47	4.31	36.38	32.07
Future-Proof Nutrients	Final average concentration of Total P - mg/L (LOW SCORE WINS)	LOW	CALCULATED	400.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	100.00	100.00	20.00	20.00	400.00	380.00
Reliability	Number of automatic components (LOW SCORE WINS)	LOW	CALCULATED	17.00	18.00	19.00	20.00	22.00	22.00	23.00	23.00	23.00	23.00	35.00	17.00	35.00	18.00

Figure 4: Combined Stream Discharge

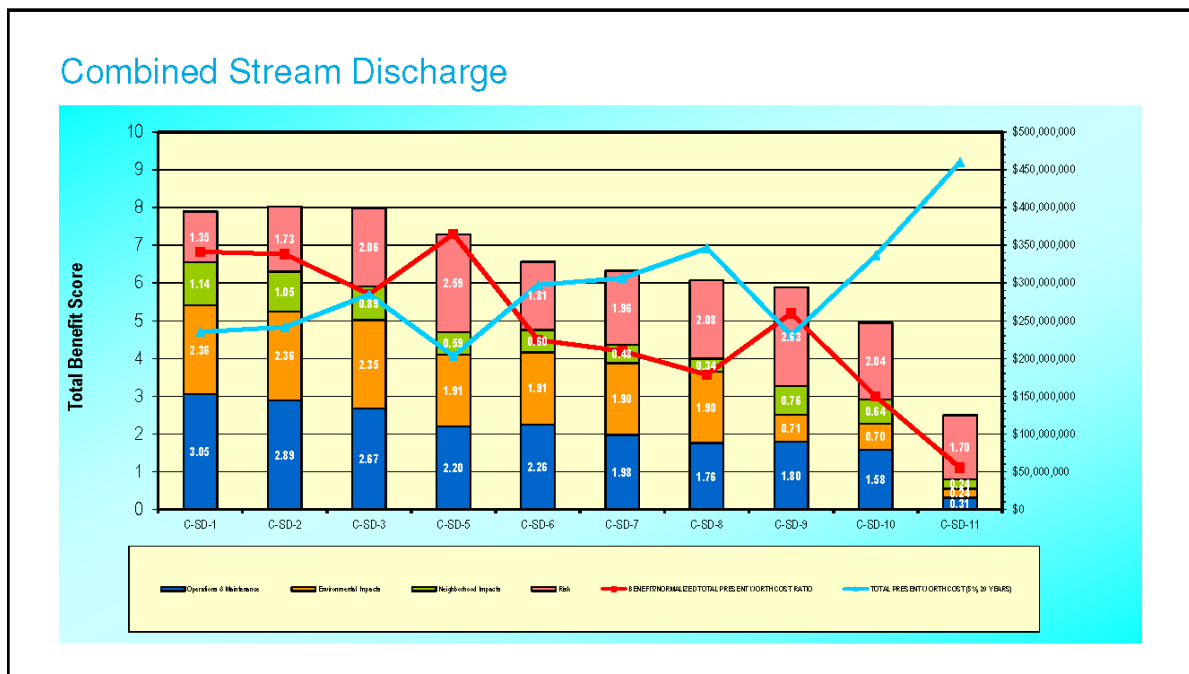


Figure 5: Optimization Analyses

Optimization Analyses

TABLE 4.14
Cost Summary for Optimized Treatment Alternatives^{a,b,c}

Treatment Alternative	Estimated Project Construction Cost	Estimated First Year O&M Cost (\$/Year)	Net Present Value ^d
100th Percentile Flow Rate			
J-DW-2	\$28,457,000	\$1,074,000	\$46,118,000
C-SD-2	\$56,833,000	\$3,630,000	\$116,524,000
90th Percentile Flow Rate			
J-DW-2	\$21,593,000	\$1,001,000	\$38,053,000
C-SD-2	\$42,831,000	\$3,434,000	\$99,299,000

^a Cost estimates considered Class 5 per AACE International Estimate Classification system.

^b Cost estimates based on June 2015 dollars.

^c Cost estimates do not include land acquisition or right-of-way.

^d Net Present Value is based on the construction cost plus a discount rate of 5.0% for a 20-year period for O&M cost. Net Present Value does not include non-construction costs (e.g., permitting, engineering, and services during construction).

As a result of the Phase IA (Desktop Analysis) work and the evaluation of the 11 treatment process options, the consultant has recommended two (2) M-I-W stream water discharge treatment alternatives for further evaluation. The preferred alternatives for combined (C) Spiro and Judge treatment train are:

- Alternative C-SD-1 (High pH Conventional Filtration/Adsorption)
- Alternative C-SD-2 (High pH Conventional Filtration with Adsorption)
 - Similar processes required for both Judge water and Spiro water
 - Alternatives use high pH conventional filtration, with adsorption in filters, post-filter, or two stages after filters

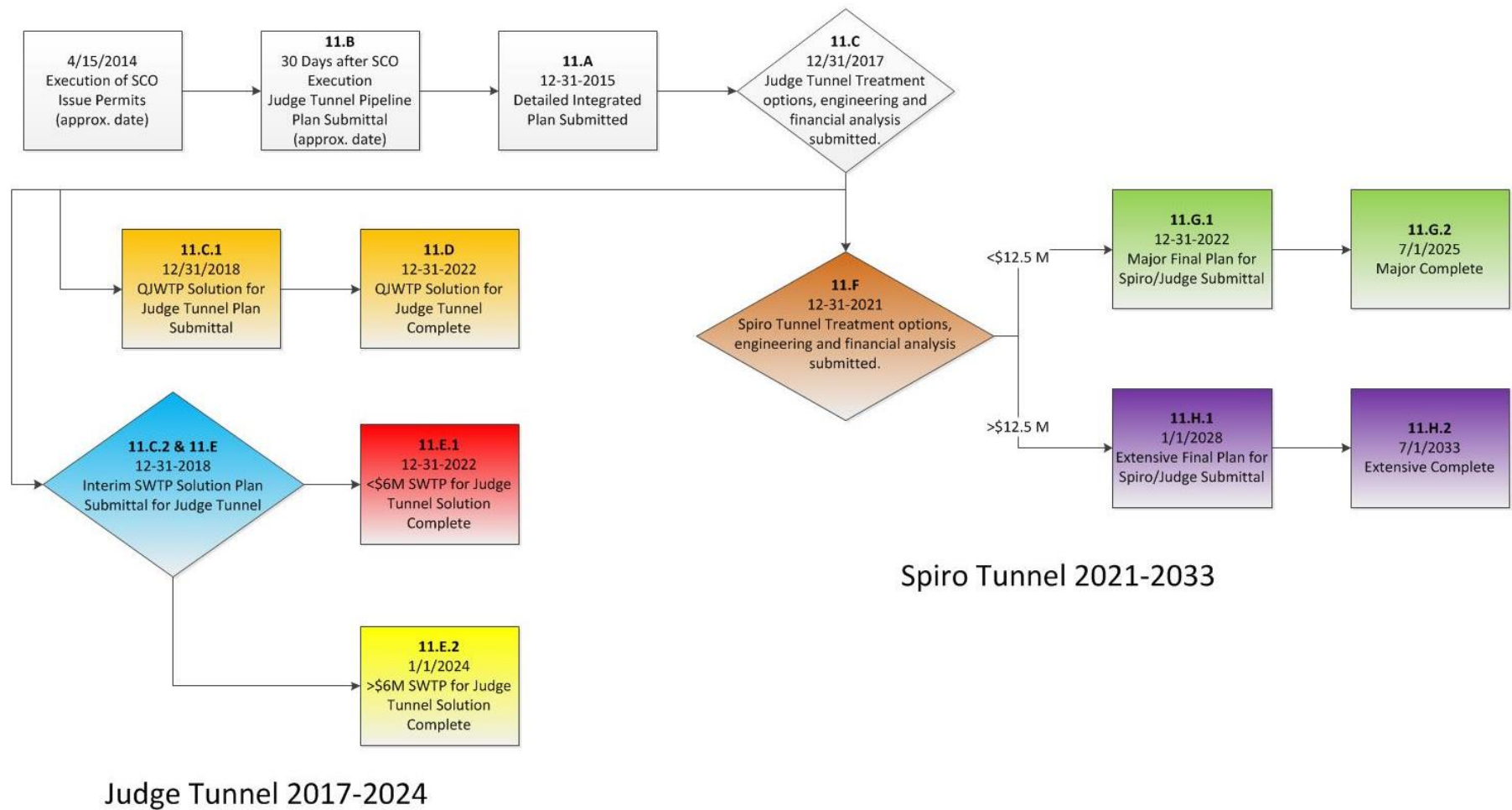
The two preferred treatment process alternatives are currently undergoing the Bench-Scale testing part of Phase IB (Bench/Pilot-Scale Testing). Bench-Scale testing evaluation is nearing completion and sufficient analysis has been performed to promote the project into pilot-scale testing evaluation.

Pilot-scale testing is intended to further validate the bench-scale testing findings, to evaluate the preferred treatment processes, and to address process related issues such as: comparison of alternative filter and adsorption media suitability and performance; long-term adsorption media performance analysis; and refinement of associated treatment operational and maintenance costs.

4.5 Implementation Schedule

Figure 6 shows the implementation schedule. This is consistent with the deadlines and requirements outlined in the SCO. All requirements have been met to date inclusive of water quality monitoring and reporting requirements.

Figure 6: Draft Judge and Spiro Comprehensive Schedule



4.6 Financing Strategy

We will continue to implement a water rate structure to maintain adequate funding to ensure compliance.

Element 5: Measuring Success

Ability to meet deadlines outlined in the SCO, and eventually, permit requirements.

Work Completed to Date:

- Judge Tunnel Pipeline
- Primary Screening and Settling Improvements
- Quarterly Permit Monitoring and DMR Reporting

Next Steps:

- Final bench testing report verifying the validity of process trains
- Piloting work to validate selected treatment trains
- Siting and location evaluation
- Determination of Judge treatment location
- Preliminary facility design

Element 6: Improvements to Plan and Adaptive Management

Per the SCO PCMC will be updating this Integrated Plan annually when no construction is happening, and every six months during construction.

Annual Update – Next update will be provided by December 31, 2016.



DATE: January 14, 2016

TO HONORABLE MAYOR AND COUNCIL

Attached for your approval, please find the City Council meeting minutes for December 17, 2015. Thank you for your consideration.

Respectfully:

Michelle Kellogg, City Recorder



PARK CITY COUNCIL MEETING MINUTES-DRAFT
445 MARSAC AVENUE
PARK CITY, UT 84060
SUMMIT COUNTY, UTAH

December 17, 2015

The Council of Park City, Summit County, Utah, met in open meeting on December 17, 2015, at 2:30 p.m., in the City Council Chambers

Council Member Simpson moved to close the meeting to discuss property. Council Member Peek seconded the motion. Motion carried.

CLOSED SESSION

The City Council met in Closed Session at 2:33 p.m. Council Members in attendance: Mayor Jack Thomas, Andy Beerman, Tim Henney, Cindy Matsumoto, Dick Peek, and Liza Simpson. Staff Members Present: Diane Foster, City Manager; Mark Harrington, City Attorney; Matt Dias, Assistant City Manager; Tom Daley, Deputy City Attorney; Clint McAfee and Jason Christensen, Public Utilities; and Nate Rockwood, Budget Director. Others in attendance included Council Members-Elect Becca Gerber and Nann Worel.

Council Member Peek moved to adjourn from closed meeting. Council Member Beerman seconded the motion. Motion carried.

WORK SESSION

Council Questions and Comments:

Two short videos were shown as a tribute to departing Council Members Peek and Simpson. Council Member Henney also presented them with ugly holiday sweaters. A holiday video was shown as well.

Council Member Matsumoto stated she went to tour the Children's Justice Center with Council Member Henney and Council Member-Elect Gerber, and indicated it was nice to see the work being done and the situation that the staff is placed in.

Council Member Beerman thanked Human Resources for the great City holiday party. He thanked Alfred Knotts, Transportation, and Ann Ober, Sustainability, for their work with Mountain Accord, and indicated the Mountain Accord Executive Board funded the I-80 Corridor Study. He thanked Mark Harrington for hosting the Council dinner at his house. He also expressed gratitude to Council Members Peek and Simpson for making

him feel at home when he came aboard four years ago. Council Member Beerman stated Council Member Simpson would be missed - she gave the job her all, and humanized the process, fighting for staff and those underrepresented in the community. He also thanked her for challenging him to consider all sides of the issues.

Council Member Henney echoed Council Member Beerman's comments, stating it was a pleasure to serve with Council Members Peek and Simpson, and that he looked to them as role models. He indicated he had attended a Historic Park City Alliance (HPCA) meeting, where the Brew Pub property was discussed, and he noted that Sandra Morrison was elected as the new HPCA president.

Mayor Thomas thanked the outgoing Council members for their efforts as well. He stated they both added a lot to the community, and he was honored to be part of the Council with them. He indicated that he went to the City holiday party and Mark Harrington's party for the Council. He attended a Promise Partnership Regional Council (PPRC) function in Salt Lake City, comprised of educators, mayors and other elected officials, where giving children who live in poverty the hope to empower themselves through education was discussed. He also attended the Parley's Park Elementary after-school program event, where he saw Sebastian Saucedo, REAL Salt Lake midfielder, who used to go to McPolin Elementary.

Council Member Peek thanked Harrington for hosting a great party, and noted the City party was also great. He reminisced that when he was first elected, packets were very thick. Now, they were manageable but the issues had become more complex. He stated it was nice to help lead the community forward and now pass the torch on to the next leaders.

Council Member Simpson thanked the community for being able to serve them, and stated it had been an incredible experience. It was awesome working with Council and staff and it had been an honor to be part of this team.

1. Park City Heights Annual Check In:

Rhoda Stauffer, Affordable Housing Specialist, and Troy Goff, project manager for Ivory Homes presented this issue. It was indicated there were ten homes under construction that were deed restricted. Stauffer showed a PowerPoint presentation on the progress made with this affordable housing project. Goff stated two homes should be ready beginning in February, with more following. He stated Ivory Homes was committed to the affordable housing component of this project.

Council Member Matsumoto asked if future affordable units would be priced higher if it took a few years to build them all. Stauffer stated there could be a slight increase in price, but not much. Part of getting an approval each year would be keeping the pricing down. Council Member Matsumoto asked when the applications for these affordable homes would be sent out. Goff stated when the home was 30 days from occupancy,

Ivory Homes would send notices to those on the waiting list, so they could tour the homes and would know what they would be buying. Council Member Beerman asked how buyers would be selected. Goff stated he would verify that the applicant's employment was within Park City School District boundaries. He would also utilize a ranking system based on how many years each applicant had worked in Park City. It was indicated that preference would be given to IHC Hospital employees. Council Member Peek asked if tracking would continue on employment after the buyer closed on the home. Goff stated no tracking would take place after the purchase was completed. Council Member Simpson suggested starting the selection process now. She also inquired how much these units would cost.

Mayor Thomas stated there was anticipation for this project, so he encouraged Goff to get numbers to the Council as quickly as possible. Goff passed out a handout with some cost estimates (which are attached to these minutes). Council Member Matsumoto asked if all of these units could potentially go to IHC staff. Goff stated three to four units out of the 10 units built in the first phase might be allocated to IHC staff, and other applicants would be considered for the other six or seven units. It was indicated that there was no income requirement to qualify for these home, but one requirement was that no other property could be owned by an applicant buying one of these affordable homes.

2. Monthly Energy Update-Road Map:

Ann Ober and Matt Abbott with Sustainability presented this topic. They looked at four tactics, focusing on energy efficiency, technology, renewables and offsets. Ober stated technology was changing quickly and so the City would wait for that. She stated offsets would be needed in order to reach the 2022 City goal, like using open space to offset carbon use. She hoped to decrease RECs and increase renewables.

Abbott stated a long-term approach to reach this goal would include gathering data through communication. He noted they would be meeting with the City departments to talk about goals. Ober stated the work that needed to be done included putting together the foundation work for a Climate Action Plan, and writing department-specific action plans, which should be completed by January. Also, they noted utility scale renewables needed to start today in order to reach the City's 2022 goal. Ober and Abbott indicated they would be attending some Rocky Mountain Power meetings to brainstorm ideas.

Council Member Beerman asked how the City could incorporate the Georgetown Energy Prize. Abbott stated that as a municipal body, fantastic progress had been made towards meeting this goal, but continued marketing to the community would be a priority and re-commissioning some City buildings could also help.

Council Member Henney asked what the school district was doing as far as energy conservation. Abbott stated the school district committed today to reduce their energy usage. Ober noted North Summit and South Summit had done exceptional jobs with

1 energy conservation. Council Member Peek suggested including the impact to this goal
2 in future Council staff reports. It was indicated that this would be implemented as a part
3 of all future staff reports to the Council.

4
5 **3. Consideration of the Preliminary Design Concept for the Main Street Plaza**
6 **(Brew Pub)(Council member Beerman recused himself for adjacent business**
7 **ownership previously disclosed):**

8 Jonathan Weidenhamer, Economic Development Manager, with Craig Vickers and
9 others from GSBS, presented this topic. Weidenhamer summarized the goals for this
10 plaza and noted the presentation at the November 19th meeting, where three options
11 were presented. He reviewed different costs associated with the different features of
12 these plans. He stated he would bring this item back for the January 7th meeting, and
13 then GSBS would return for the January 14th meeting to discuss what amenities should
14 be a priority.

15
16 The Council agreed that the ice was not a priority, and the parking problem in the area
17 might be resolved by adding a level to China Bridge. Council Member Matsumoto stated
18 the City should receive public input on having 48 parking spaces or having a plaza. The
19 Council favored the cut through from Swede Alley to Main Street, although there was
20 discussion on making it a one way street or a pedestrian pathway.

21
22 Mayor Thomas opened the meeting for public comment.

23
24 Mark Stammer stated he developed three properties on Main Street, including the No
25 Name Saloon. He stated the Brew Pub property was worth \$3 million. He hoped the City
26 would keep this project simple or scrapping the project altogether and selling the
27 property.

28
29 Ken Davis indicated he owned two properties on Main Street. When he saw the plans
30 for this project, he hoped for something good for the community. Now it frightened him.
31 He referred to the Park Silly Event where the original plan changed from being a
32 craft/farmers market to vendors selling all sorts of things, which takes business away
33 from other businesses. He didn't want to lose parking spaces and felt less parking would
34 harm the merchants in town. Instead, he suggested selling the parcel and investing in
35 an aerial transportation system up and down Main Street.

36
37 Steve McCombs asserted he liked the Swede Alley cut through. He asked if an
38 appraisal had been done for this parcel. Weidenhamer stated an appraisal had not been
39 done since 2012. McCombs was in favor of the City selling the property. He also stated
40 Main Street could not accommodate all the vehicles, and suggested installing loading
41 zones for limos, taxis and hotel vans.

42
43 Mark Anderson, HPCA, indicated this project had been studied since 2010. This area
44 needed open space. The HPCA first considered constructing a plaza in the post office

space, but that would only accommodate small groups. He felt this Brew Pub space could accommodate large groups and was needed. He was in favor of the cut from Swede Alley to Main Street, and suggested it be made a one-way street. He thought the planning team should go with Option One with another deck of parking.

Jeff Atkinson, 230 Swede Alley, stated he liked the idea of having a park at this location. He supported getting rid of the ice and parking, and keeping it simple and cost effective.

Doug Stevens, 449 Main Street and 146 Main Street, stated that this was an opportunity to bring something to the historic district. He thought road realignment should be a priority. He also felt the transportation companies were becoming an annoyance and some resolution to that problem should be considered.

Bill Humbert, Park City resident, stated this project should be a simple design. He agreed with Mayor Thomas that the cut through should be pedestrian oriented. He asked the Council to keep their focus on City goals.

Theo Leonard, Treasure Mountain Inn, stated the reasons for this plaza was to preserve open space and parking, and the Council shouldn't be scared off by the price tag. She agreed with eliminating the ice rink, but indicated this could be an elegant open space with covered parking.

Mayor Thomas closed the public comment portion of the meeting. Diane Foster asked if the Council would like GSBS to come back with new options: one without parking, one with no ice, parking on China Bridge, etc. Council Member Simpson stated the plaza needed to be brought up to the Main Street level, so something needed to be done underneath. Council Member Matsumoto stated when the Main Street improvement project began, the Brew Pub Plaza project was deferred, but she was not ready to give it to the public sector yet. She agreed that it needed to be at street level, and acknowledged that there was support for the cut through.

Weidenhamer stated they would come back on January 14th with tweaks to the options based on the feedback received tonight. Council Member Peek indicated he also favored a street level plaza. He thought there was room on China Bridge to build another level, and also noted his preference to eliminate the parking, soils and ice. Council Member Henney stated he would like to see a bare minimum option for this project. Council Member Peek stated restrooms would be important for that area as well. Mayor Thomas felt it was imperative that this project would have a relationship with Main Street, and parking needed to be considered.

GSBS representatives stated they went through the process of listening to the stakeholders, and these options showed many possibilities for the area. Now they would put together what each element would mean for this site. They indicated they wanted to

do what was best for Park City. Council Member Henney stated he would like to hear what the position of HPCA was for this property.

4. Possible Amendments to the Animal Control Ordinance:

Mayor Thomas stated this was the first meeting on the Animal Control Ordinance, and other meetings on this issue would follow. Heinrich Deters, Sustainability, Clay Coleman from Summit County Animal Control, Brian Bellamy, Summit County Human Resources and Kim Carson, Summit County Council, were present for this discussion. Deters stated he drafted a staff report and needed to ask the Council five questions: Does the Council wish to amend the City Municipal Code to simply remain consistent with Summit County? Does the Council wish to direct staff to propose additional areas for "off-leash" use? Does the Council wish to create a special task force in which to explore off-leash or prohibited/sensitive areas or utilize the Recreation Advisory Board (RAB) and local stakeholders consistent with past dog related requests? Does the Council want a briefing from the County task force in conjunction with future public input? Does the Council want a specific increased level of service request discussion/analysis for the City's and/or County's budget process? Deters indicated that it seemed that the community was asking for clarity on the ordinance. Also, the community wanted options for off-leash parks. Some residents wanted to see off-leash areas, some wanted more enforcement, and others didn't know that the City and County had different Animal Control ordinances. The County recently created a task force and provided recommendations to the County Council, and some changes to the County ordinance were made, specifically designating off-leash areas for dogs. The RAB proposed Library Field and Quinn's Dog Park as possible off-leash locations. Deters also stressed that Park City and Summit County would need to coordinate and combine resources for education and enforcement, and noted that there is currently a memorandum of understanding with Summit County Animal Control.

Kim Carson stated the County Council was eager to work with the City Council and they wanted to support the City, especially with regard to the possibility of developing off-leash areas. She thought there needed to be strong enforcement on trailheads and off-leash areas because this was where most of the problems occurred.

Council Member Simpson asked why the County did not implement a dog tag for off-leash areas. Carson stated the dogs would need to be certified that they met the requirements of being well behaved, and the County didn't have sufficient staff to implement that. Council Member Matsumoto stated the City was growing and rules needed to be in place. She felt there was a big need for off-leash parks in town, and she knew the City and County needed to work together. Carson stated whether or not areas were designated as off-leash, the County would help with enforcement. Council Member Henney stated there needed to be on-leash areas and off-leash areas. He asked if off-leash areas had to be fenced. Deters stated small areas needed to be fenced, but some large areas would not need to be fenced. He was in favor of designating both on-leash and off-leash areas.

Council Member Simpson agreed with Council Member Henney and encouraged all pet owners to show kindness. Council Member Beerman agreed as well and thanked the task force for their hard work. Council Member Peek agreed with the other Council members, and wanted to hear from the audience.

Mayor Thomas opened the meeting for public comments.

Steve Joyce stated the leash law was fine as set forth. Many dogs were not well behaved. He knew a priority was alleviating traffic on 224 and 248 and adding Round Valley as a location for off-leash dogs would make traffic more congested. He thought an off-leash area was needed in town for people to take their dogs.

Jency Plumber suggested having dogs that don't like being approached by other dogs wear a yellow neckerchief, and people that don't like dogs could carry them as well so dog owners would know to reign in their dogs. She stated the County only had on-leash areas for dogs. She wanted in-town dog parks, and suggested having off-leash parks in the County and provide on-leash parks the closer one gets to town.

Bart Nichols liked what he heard from the Council. He wanted fair and equitable access to the trails for all, and suggested defining high and low enforcement areas. He also listed some possible rules of enforcement.

John Pollard stated he came to a Council meeting a while ago with pictures of elk, and stressed the need for open space. He indicated that dogs have not had a negative effect on wildlife in open areas.

Andrew Cesati agreed with Council Member Beerman and knew the problem was with accountability. He hoped to get to the source of the problem. He felt leashing dogs near trailheads was important. He noticed dog poop on Library Field and the Rail Trail, and hoped to change the behavior of the dog owner by requiring that bags be tied to dog leashes. Having dog owners sign an oath was another suggestion.

Rick Noel, resident of Park Meadows, suggested that the City allow leashed dogs on buses.

Samantha Bednar, dog trainer, agreed with the comments offered tonight. She would like clarification on e-collars, and asked if an e-collar exempted the owner from needing a leash. Carson stated Samantha served on the County task force.

Rich Coen indicated he was amazed that the City had gotten to this point. He lived here for 18 years and dogs used to be lying around in the post office. He couldn't believe a small portion of the community had turned the laws. He related an experience with

Animal Control with regard to his dog, and requested that the laws not penalize good behavior.

Bill Humbert, Park Meadows, stated he was on the Leash Law Task Force as well. He had to ask himself questions such as what if he was allergic to dogs, scared of dogs, etc. He stated dog owners needed to take responsibility so people could go places without being afraid. He also thought all dog parks needed to be fenced.

Peter Tamiy, 20 year resident, stated the City needed to keep dogs in Park City. Big dogs needed exercise and couldn't get that in small areas. Educating people to be responsible dog owners was also needed, as well as being sensitive to those that were afraid of dogs.

REGULAR MEETING

I. Roll Call

Attendee Name	Title	Status	Arrived
Jack Thomas	Mayor	Present	
Andy Beerman	Council Member	Present	
Tim Henney	Council Member	Present	
Cindy Matsumoto	Council Member	Present	
Dick Peek	Council Member	Present	
Liza Simpson	Council Member	Present	
Diane Foster	City Manager	Present	
Mark Harrington	City Attorney	Present	
Matt Dias	Assistant City Manager	Present	
Michelle Kellogg	City Recorder	Present	

III. PUBLIC INPUT (ANY MATTER OF CITY BUSINESS NOT SCHEDULED ON THE AGENDA)

Ann Futch stated she was a mountain runner and to have dogs tethered to her on this uneven trail was a safety issue.

Barb Fark stated she had a working dog that performed searches, and he needed space to train. She felt there were ways to make certifying dogs work, like reducing the licensing fees for certified dogs.

Ed Parigian stated he had never seen problems between dogs and people. He suggested that people practice being polite, and also that the City initiate sensitivity training for people and/or dogs.

1 Anne Brahic stated she had three dogs. She thought one of the great things about Park
2 City was having dogs off-leash.

3
4 Sharon Christensen promoted the benefits of e-collars and expressed that dogs needed
5 to run free.

6
7 Kristen LaPointe suggested splitting the trails and designating them as “for dogs” and
8 “no dogs.” She also advocated for higher fines for the owners of non-complying dog
9 owners.

10
11 Allison Yeary suggested that if trails were split, that only a minority of trails should
12 prohibit dogs. She favored off-leash cross country runs as well, and requested to be on
13 the task force if one was organized. She also suggested that dog owners and people
14 that come across poorly behaved dogs should talk to the owners, because peer
15 pressure worked in correcting behavior.

16
17 Carolyn Frankenburg stressed that the amount of trail given for dogs be commensurate
18 with the support shown here tonight.

19
20 Adam Cole expressed that dog owners needed to be responsible and held accountable
21 for their dogs.

22
23 Peter agreed that there should be higher penalties and fines for poorly behaved dogs.

24
25 Charlie Sturgis, Mountain Trails, stated Mountain Trails would be happy to help educate
26 the public with regard to this issue.

27
28 Scott Rabin asked what the consequences were for dogs that bit people. He asserted
29 that it was imperative to report it when a dog bites a person.

30
31 Toni Naples suggested using the Library Field as a dog park from 4:00 p.m.-6:00 p.m.
32 daily.

33
34 Becca Gerber wanted to recognize Council Members Peek and Simpson, and thanked
35 them for being role models and mentors over the years.

36
37 The **Work Session** was reopened in order for the Council to continue discussing the
38 Animal Control issue.

39
40 Kim Carson thanked Council Members Peek and Simpson for their service.

41
42 Council Member Matsumoto asked for clarification on e-collars. It was indicated that in
43 Summit County it was legal for a dog to have an e-collar as long as the owner was
44 within the sight and calling distance of the dog, and the owner should carry a leash in

1 the event that it becomes necessary to leash the animal. Council Member Simpson
2 stated that from the emails she had received, those scared of dogs were not in a small
3 minority. She felt the City needed to make sure all residents were represented. With
4 regard to leash length in the ordinance, she hoped people could use a flexible leash. It
5 was noted that the current code indicated the leash should be no longer than six feet.
6 Council Member Beerman was in favor of amending the code, and considering the
7 adoption of the County's Animal Control ordinance long-term. He was not in favor of
8 fencing Round Valley, but thought that area should be an off-leash area. He also
9 suggested Library Field as an off-leash park. He hoped RAB could look at this issue and
10 bring suggestions back to the Council in the spring.

11
12 Council Member Matsumoto indicated she would like to see pilot programs of areas, in
13 addition to Round Valley and Library Field, which could be used as off-leash areas.
14 Council Member Peek stated he agreed with Council Members Beerman and
15 Matsumoto, and felt that dogs needed to be exercised. In response to the five questions
16 that Deters mentioned above, Council Member Simpson responded affirmatively to
17 them all. Council Member Henney agreed with the other Council members. He didn't
18 want to limit the off-leash options to Round Valley and Library Field. He also wanted
19 strict enforcement of leash laws at the trailheads, but thought that it might be wise to
20 designate trails as "on-leash" trails and "off-leash" trails. He also favored imposing
21 higher fines for offenders, especially for dogs that attacked people.

22
23 Carson stated the County didn't have authority to designate private property as off-leash
24 areas, and some properties had conservation easements that could restrict off-leash
25 dogs. With regard to trailheads, dogs had to be leashed 150 feet from the trailhead.
26 Animal Control was focusing on trailheads and parks with increased enforcement. Also,
27 fines had been increased for aggressive dogs. She noted that peer pressure worked
28 and thanked Yeary for that comment. The officers needed help with dog owners that
29 needed to be cited. Council Member Matsumoto asked if other areas in the County were
30 being considered as off-leash parks. Carson stated they were always considering new
31 trails. Bellamy stated the County ordinance allowed dogs to be sent to rescue if they
32 had at least two incidents attacking people or other animals. Council Member Simpson
33 thought there were many instances on trails where attacks had occurred, but those
34 incidents were unreported because people didn't want the attacking dog to die or they
35 were more concerned about helping their injured dog.

36
37 Mayor Thomas asked if there was a need for a task force. Council Member Peek stated
38 a task force might be needed at a later date. Council Member Beerman was in favor of
39 forming a task force and using RAB, but indicated he didn't need a decision from the
40 task force by the January 7th meeting. He also felt the task force should be a longer
41 term group, maybe even considering areas where no dogs would be allowed. Council
42 Member Matsumoto suggested some decisions might be made by January 7th, but not
43 all the decisions. Council Member Henney agreed with Council Members Matsumoto

1 and Beerman. Foster suggested bringing this item back to the next work session to
2 discuss code changes, then moving to a pilot project, and then forming a task force.

3
4 **II. Communications and Disclosures from Council and Staff**

5 On behalf of the Public Safety Department, Chief Carpenter wanted to thank Council
6 Members Peek and Simpson for all their support and hard work. He presented the
7 Council members with a book and a card as a token of appreciation.

8
9 **1. Manager's Report -- Community Solar II:**

10 No comments were given with regard to this report.

11
12 **2. Manager's Report -- Park City Transit 2015-2016 Winter Season Service**
13 **Enhancements:**

14 Blake Fonnesebeck, Public Works Director, indicated that the Express Service was
15 running, and stated that in the last 12 days, 877 people had ridden this line. He was
16 excited about the needs being filled by this transit expansion.

17
18 **3. Manager's Report --Sister City - Courchevel - Winter 2016 Update:**

19 No comments were given with regard to this report.

20
21 **IV. Consideration of Minutes**

22
23 **1. Consideration of a Request to Approve the City Council Meeting Minutes**
24 **from November 19, 2015:**

25
26 **2. Consideration of a Request to Approve the City Council Meeting Minutes**
27 **from December 3, 2015:**

28
29 Council Member Peek stated he had some corrections that needed to be made to the
30 minutes. He referred to Page 122 in the packet materials, Line 21, and requested that
31 the board he attended was Friends of Farm, and animals should be deleted. Page 123
32 on Line 35 should indicate that he did want the area left alone. On Page 124, Line 9, he
33 inquired about the parcel to the north of the parking lot and Twombly stated that it could
34 be included. On Page 133, the third paragraph up from the bottom of the page stated a
35 sidewalk could be helpful. Council Member Peek stated a children's park could be
36 included in that area, not the sidewalk. On Page 140, the last sentence in the first
37 paragraph, "land use" should be added to the sentence that mentioned being tied to the
38 approval.

39
40 Council Member Henney also had a correction on Page 122, Line 8, noting that Matt
41 Cassel should have been credited for the lighting.

Council Member Simpson moved to approve the City Council Meeting minutes from December 3, 2015, with the aforementioned amendments. Dick Peek seconded the motion.

RESULT: APPROVED

AYES: Council Members Beerman, Henney, Matsumoto, Peek, and Simpson

V. Consent Agenda

1. Approve Local Consent for Special Event Temporary Alcoholic Beverage Licenses During the 2016 Sundance Film Festival:

2. Council Approval of Type 2 Convention Sales Licenses:

3. Authorize the City Manager to Execute a Lease Equipment Agreement, in a Form Approved by the City Attorney, with Intuitech, Inc., for Judge and Spiro Tunnels Mining-Influenced-Water Treatment Evaluation Phase IB-2 Pilot-Scale Testing Equipment in an Amount Not to Exceed \$93,600:

Council Member Simpson moved to approve the Consent Agenda. Council Member Henney seconded the motion.

RESULT: APPROVED

AYES: Council Members Beerman, Henney, Matsumoto, Peek, and Simpson

The **Public Input** portion of the meeting was reopened to accommodate a request to speak to the Council:

Mike Sweeney updated the Council on street preparations for the Sundance Film Festival. He stated that this year administering liquor licenses was processed differently than last year. An applicant had to have a business license before getting a liquor license. Staff had worked hard to accommodate business owners. But with respect to how the City was dealing with business licenses, there were people that would not be able to apply because they were waiting for certificates. He indicated that vendors were not sure of what they could and couldn't do, and he hoped the City could adjust this process in the future. All in all, he thought things were going well.

VI. New Business:

1. Consideration of Ordinance 15-53, an Ordinance Amending the Land Management Code Section 15, Modifications to 15-1-8, Appeal Process in 15-1-18, the Notice Matrix, as Outlined in LMC Chapter 15-1-21, as Well as the Purposes of

the Historic Preservation Board (HPB), Park City Historic Sites Inventory, Relocation And/Or Reorientation of a Historic Building or Historic Structure, Disassembly and Reassembly of a Historic Building or Historic Structure, Reconstruction of an Existing Historic Building or Historic Structure and Adding a Material Deconstruction Review Process as Outlined in LMC Chapter 15-11 and Definitions in Chapter 15-15:

Anya Grahm, Bruce Erickson, and Hannah Turpen, Planning Department, presented this topic. They explained changes made to the LMC code. Council Member Matsumoto asked if the historic structure would not be allowed to be demolished if a homeowner received a grant. Grahm stated that was correct because a preservation easement would be given as a condition of receiving the grant.

Grahm indicated a new addition to the code was included, Material Deconstruction Review Process, where an application would be required, and the Historic Preservation Board (HPB) would review any site that was involved in renovation. She reviewed further changes with regard to the panelization and reconstruction process and the appeal process.

Mayor Thomas opened the meeting for public comment.

Craig Elliott, architect, stated his business had done preservation work for over 30 historic buildings in the area. He expressed concern with a component of the proposed code that would take buildings from other locations, move them into the historic district and then deem them historic. He thought this language would potentially be problematic for the City as well as the property owner. Another part was the deconstruction portion of the code. He thought if a small deconstruction project, such as taking out windows or removing an addition, went through the HPB, it would take at least two months. He could understand having the process in place for demolishing an entire home, but was concerned that many small projects would be delayed because of this addition to the code. This would affect the property owners and City, and would impact Main Street or a neighborhood because of the delays.

John Plunkett stated he had lived here with his wife for 25 years. They were part of the group that became concerned that historic buildings were being demolished, and indicated that this preservation ordinance was a good move. He expressed concern for the February, 2016, deadline for this ordinance and asked that the ordinance be passed tonight, and then the language could be improved later.

Graham Gilbert stated he was here on behalf of the owners of 569 Park Avenue. The owners wanted to propose a limited amendment to the ordinance to include a home (such as theirs), which was situated on two historic lots, that was delisted from the Historic Sites Inventory (HSI) by the HPB, would be exempt from the designation of significant or contributory. There could be an exception that if the property owner wanted to be listed, they would be able to. Gilbert felt that if the ordinance was passed

1 as currently written, the owners' constitutional rights would be violated and would
2 constitute a taking.

3
4 Grahn stated the new language could make the process longer, taking more time to go
5 through HPBR for material deconstruction, but hopefully the process could run
6 congruently with the Historic District Design Review (HDDR). Also, just because a
7 building was moved to the Historic District, didn't automatically mean it would be
8 designated historic. The Board looked at the age of the building as to whether or not it
9 met the criteria.

10
11 Bruce Erickson, Planning Director, noted that in working on current applications with the
12 HPB and HDDR, no slowdowns were noticed, but slowdowns would occur when
13 applications didn't meet the guidelines or if there were staffing issues.

14
15 Council Member Matsumoto felt comfortable that HPB, HPBR and the HDDR could
16 review applications in a timely manner. Council Member Simpson asked if Planning
17 could designate homes that were moved to the Historic District contributory instead of
18 evaluating them as significant. She preferred that buildings not automatically be
19 significant if they were 50 years old, but rather each structure should be reviewed on a
20 case-by-case basis.

21
22 Council Member Peek stated if the building was over 50 years old and original to Park
23 City, it should be designated significant. But if a building was imported from another
24 location, a more thorough review should take place before designating the structure.
25 Also with regard to material deconstruction, he asked if there would be a waiver for
26 minor repairs. Grahn noted that if minor improvements were being made, a waiver could
27 be given. Window change outs and dryer vent additions were examples given. HPB
28 would be made aware of the changes so they could track those changes through their
29 district. More discussion ensued on deconstruction, and a request was made to insert
30 "Material Deconstruction" as a definition.

31
32 Council Member Matsumoto asked if 569 Park Avenue was significant. Grahn indicated
33 it was significant, so it could not be demolished. Council Member Peek stated he was in
34 favor of moving buildings. He referred to Page 184 of the packet, under the definition
35 "Continuity." He thought rock walls were part of the continuity in the City and not just a
36 landscape feature. He also noted that on Page 395 there was a typographical error on
37 the second line of Section 15-15-1.67.

38
39 Foster asked how the code change would affect the old train depot if someone ever
40 decided to move it back to Echo. Grahn stated the code would allow a move within the
41 City limits if it was deemed significant, and noted exceptions that would allow it to move
42 back to its original location. Erickson stated the reason for protecting homes moved into
43 the City was that there was a determination that the structure contributed to the look
44 and feel of the district.

Council Member Matsumoto thought a house should be deemed significant, and then it could have the opportunity to go to the HPB to be put down as contributory. Foster stated the intent of the code change was to protect buildings that were truly part of the City's historic fabric. She asked the Council to consider deeming the structure as contributory first. Council Member Simpson clarified that she favored automatically listing buildings that had been moved here from out of the area as contributory. Council Member Peek and Mayor Thomas indicated they didn't want to dilute the code. Council Member Simpson felt her suggestion would enhance the code rather than dilute it. Council Member Beerman stated he was fine with moving the contributory portion or pulling out the contributory portion of the proposed code and bringing back an amended form in January.

Grahn indicated there was a supplemental ordinance in the staff report with modification to strike the contributory language. Harrington explained the options for adopting the code, and addressed concerns from the owners of 569 Park Avenue.

Council Member Simpson moved to approve Ordinance 15-53, an ordinance amending the Land Management Code Section 15, Modifications to 15-1-8, Appeal Process in 15-1-18, the Notice Matrix, as outlined in LMC Chapter 15-1-21, as well as the Purposes of the Historic Preservation Board (HPB), Park City Historic Sites Inventory, Relocation and/or Reorientation of a Historic Building or Historic Structure, Disassembly and Reassembly of a Historic Building or Historic Structure, Reconstruction of an Existing Historic Building or Historic Structure and Adding a Material Deconstruction Review Process as outlined in LMC Chapter 15-11 and Definitions in Chapter 15-15 with the amendments of deleting the language in Section 15-11-10-A2a, correcting the typographical error in Section 15-15-1.67 (Page 395 in the packet materials) and adding rock walls to the "continuity" definition. Council Member Peek seconded the motion.

RESULT: APPROVED

AYES: Council Members Beerman, Henney, Matsumoto, Peek, and Simpson

VII. Adjournment

With no further business, the meeting was adjourned.

Michelle Kellogg, Park City Recorder



DATE: January 14, 2016

TO HONORABLE MAYOR AND COUNCIL

The attached Exhibit A lists all Type 2 Convention Sales License applicants to date pending approval. These applicants have obtained a pre-inspection prior to application (PIPA), provided a site/floor plan stamped by a design professional with occupant load and paid the applicable license fee. Staff is requesting approval of the attached applicants to conduct business during the 2016 Sundance Film Festival (Festival).

Respectfully:

Beth Roberts, Business License Specialist

City Council Staff Report



Subject: Council Approval of Type 2 Convention Sales Licenses
Author: Beth Roberts, Business License Specialist
Department: Finance
Date: January 14, 2016
Type of Item: Legislative

Recommendations:

Approval of the Type 2 CSL applications listed in Exhibit A subject to final inspection post application (FIPA)

Executive Summary:

The attached Exhibit A lists all Type 2 Convention Sales License applicants to date pending approval. These applicants have obtained a pre-inspection prior to application (PIPA), provided a site/floor plan stamped by a design professional with occupant load and paid the applicable license fee. Staff is requesting approval of the attached applicants to conduct business during the 2016 Sundance Film Festival (Festival).

Acronyms:

City – Park City Municipal Corporation
CSL – Convention Sales License
Festival – Sundance Film Festival
FIPA – Final inspection post application
MFL – Master Festival License
PIPA – Pre-inspection prior to application
Type 2 – A type of CSL for operation during the Festival

Topic/Description:

To approve Type 2 CSL applications listed in Exhibit A during the Festival.

Background:

The Sundance Film Festival brings with it an increasing number of non-Master Festival License (MFL) affiliated businesses to conduct business within the Park City (City) limits on a short-term basis. The increase has created health, safety and wellness concerns for the City and its residents, including the City's ability to provide basic Police, safety and emergency services. The numbers of various non-MFL affiliated licenses being applied for inundates the Finance Department with license applications in the final days just before the Festival starts.

Municipal Code 4-3-9(D)(2) retains Council authority to approve Type 2 CSL licenses. Prior to Council's consideration of the Type 2 CSL license application, the applicant must have a pre-inspection prior to application (PIPA). This inspection will highlight any issues related to the space prior to their final inspection. The inspection must

accompany the license application along with accurate floor plans stamped by a design professional including the occupant load.

The process for a Type 2 CLS is as follows:

1. Obtain floor plans stamped by a design professional
2. Obtain a PIPA
3. Make application with site plan, PIPA, and pay the appropriate fee
4. Finance requests approval from City Council
5. Obtain Council approval
6. Obtain a FIPA
7. Issue license

Analysis:

The Municipal Code for Type 2 CSL's allows the City to address issues related to adverse impacts or carrying capacity issues related to the licensed activity and volume. It also allows service departments, event staff and public safety to obtain a more accurate picture of the total public service demands for the Festival in a timeframe that provides for service level and cost adjustments. Staff has reviewed all of the listed applications for accuracy and completeness. Staff recommends that Council reviews and approves the attached list of CSL applicants (Exhibit A). All 91 applicants listed have received a PIPA and if approved by Council will receive a FIPA prior to the license being issued.

Department Review:

Finance, Legal, Police, Planning, Building, Special Events, and Executive have reviewed this report

Alternatives:

A. Approve:

This is the recommended action and would approve all applicants listed for Type 2 CSL licenses subject to a FIPA.

B. Deny:

Council could deny all Type 2 CSL applicants listed. This would require the applicants to reapply or disallow them from conducting business during the Festival.

C. Modify:

Council could deny some of the Type 2 CSL applicants listed. This would require the applicants to reapply or disallow them from conducting business during the Festival.





D. Continue the Item:

Council could ask for a continuation of these Type 2 CSL applicants listed. The applicants may not make the deadlines for the Festival.

E. Do Nothing:

Council could do nothing on this request. This may have the same effect as denying or continuing the item. Staff does not recommend.

Significant Impacts:

	World Class Multi-Seasonal Resort Destination (Economic Impact)	Preserving & Enhancing the Natural Environment (Environmental Impact)	An Inclusive Community of Diverse Economic & Cultural Opportunities (Social Equity Impact)	Responsive, Cutting-Edge & Effective Government
Which Desired Outcomes might the Recommended Action Impact?	(+/-) Unique and diverse businesses (+/-) Balance between tourism and local quality of life (+/-) Varied and extensive event offerings (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome)	(+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome)	(+/-) Shared use of Main Street by locals and visitors (+/-) Vibrant arts and culture offerings (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome)	(+/-) Fiscally and legally sound (+/-) Engaged and informed citizenry (+/-) Streamlined and flexible operating processes (+/-) Ease of access to desired information for citizens and visitors (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome)
Assessment of Overall Impact on Council Priority (Quality of Life Impact)	Very Positive 	Neutral 	Positive 	Very Positive 
Comments:				

Funding Source:

N/A

Consequences of not taking the recommended action:

If no action is taken at this time applicants will not be allowed to hold a Type 2 CSL and will be unable to conduct business during the Festival

Recommendation:

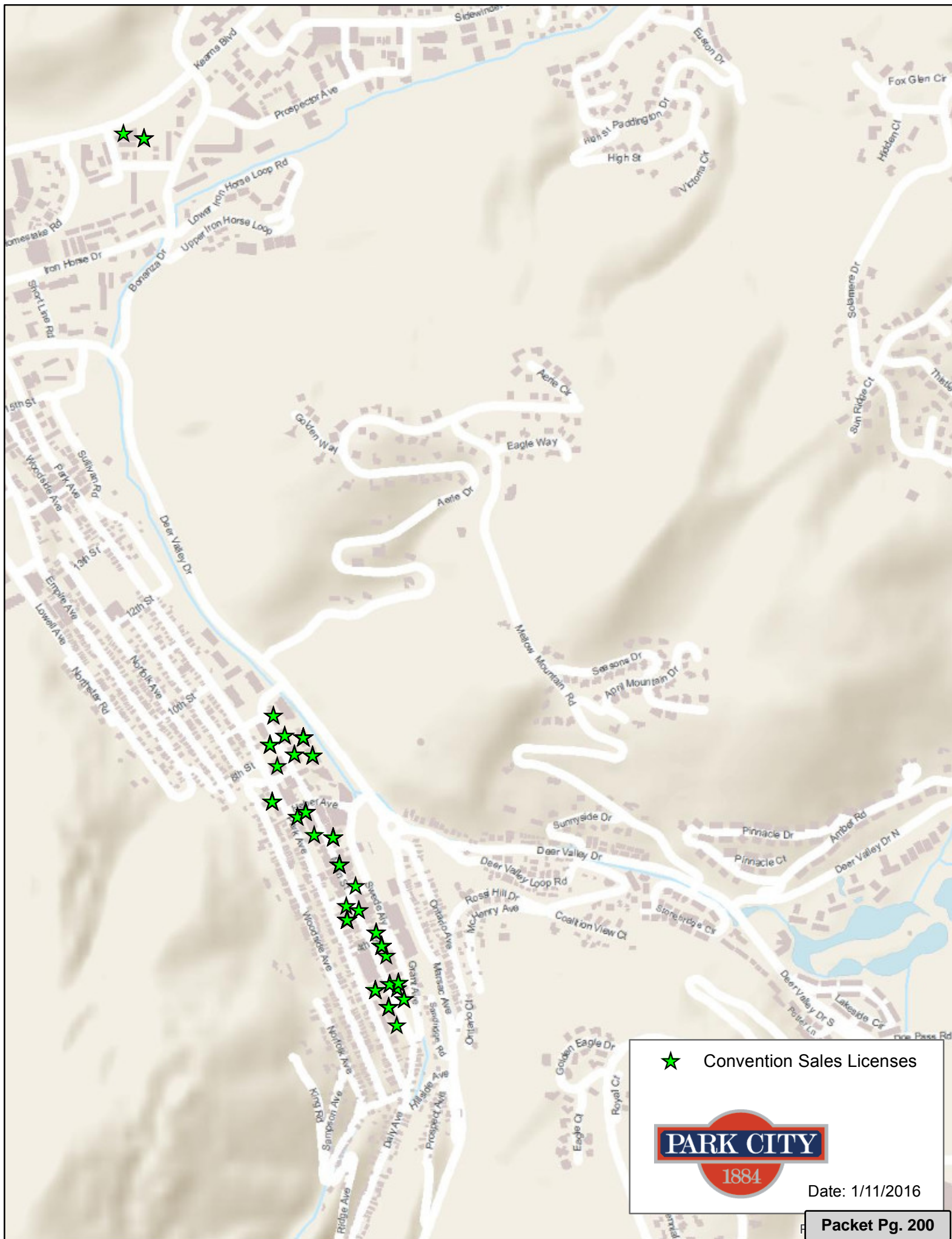
Approval of the Type 2 CSL applicants listed in Exhibit A subject to FIPA.

Exhibit A – List of applicants

Exhibit B – Map of applicant locations

Applicant Name		Location Address
TO BE APPROVED		
1	Petcube	580 Main Street
2	Lamont Limited/Vagabond	580 Main Street
3	Fashion Major Brands	580 Main Street
4	Huawei Device	580 Main Street
5	Peros, Inc	580 Main Street
6	Vera Cristina dba Hippebeach	580 Main Street
7	Flying Lizard	580 Main Street
8	North Shore	710 Main Street
9	Power & Industry	710 Main Street
10	Jade Umbrella/Popwrapper	710 Main Street
11	Texas Film Office	305 Main Street
12	US Virgin Islands Film Office	305 Main Street
13	Oklahoma Film & Music	305 Main Street
14	Montana Film Office	305 Main Street
15	Anheuser-Busch	825 Main Street
16	LA Times	825 Main Street
17	Hormel Foods	825 Main Street
18	Purple Door	306 Main Street
19	William Morris Endeavor Entertainment	657 Park Ave
20	Kodak	540 Main Street
21	New Orleon City	540 Main Street
22	Chapman University	540 Main Street
23	Nissan/Infinity	427 Main Street
24	50 Bleu	427 Main Street
25	Pabst	427 Main Street
26	American Epic Film	427 Main Street
27	Billboard/Prometheus Global Media	427 Main Street
28	Louisiana Int'l Film Fest	427 Main Street
29	You Tube	427 Main Street
30	Sour Patch Kids	427 Main Street
31	Tinder	427 Main Street
32	DJI Drone	427 Main Street
33	Netflix	508 Main Street
34	Shutterstock	625 Main Street
35	Woolrich	625 Main Street
36	Fandango	625 Main Street
37	Levi Strauss/Dockers	625 Main Street
38	Marriott International	625 Main Street
39	Photage LLC	628 Park Ave
40	Tin Lids Hat Co	780 Main Street
41	Trimino Water	780 Main Street
42	Just Water	780 Main Street
43	Ecoplanet Bamboo	780 Main Street
44	BMI Smart	780 Main Street
45	Revolutionary Watch	780 Main Street
46	Unreel Entertainment	780 Main Street
47	Remo Law	780 Main Street
48	Blackhouse	804 Main Street
49	Best Events	825 Main Street
50	Amazon	825 Main Street
51	IMDB.com	825 Main Street
52	Perky Jerkey	657 Park Ave
53	Ice Landic H2O	657 Park Ave
54	Zico	657 Park Ave
55	Explosion Art LLC	1401 Kearns Blvd
56	Rural Development Insitute	1401 Kearns Blvd
57	Impact Partners Film Services LLC	1401 Kearns Blvd
58	JP Morgan Chase Bank	1401 Kearns Blvd
59	Rand Luxury	2300 Deer Valley
60	Jet Aviation	2300 Deer Valley
61	BMW North America	2300 Deer Valley
62	A by AC	2300 Deer Valley
63	Verite Winery	2300 Deer Valley
64	General Cigar	2300 Deer Valley
65	Trilogy	2300 Deer Valley
66	Seven Gables Real Estate	2300 Deer Valley
67	Riverhorse Partners	221 Main Street
68	Luxe Marketing for YouTube	268 Main Street
69	San Francisco Film Society	268 Main Street
70	Savannah Georgia Film Office	305 Main Street
71	North Carolina Film Office	305 Main Street

72	Forbes Media	306 Main Street
73	Chefdance	427 Main Street (Basement)
74	Hollywood Reporter	427 Main Street
75	Brewco Marketing	408 Main Street
76	Vida Tequila	314 Main Street
77	Women in Film	350 Main Street
78	The Wrap News	364 Main Street
79	So. Miami	364 Main Street
80	Adobe	364 Main Street
81	TPG	364 Main Street
82	Barclays	364 Main Street
83	Dell	364 Main Street
84	Chuda	364 Main Street
85	Campbells/V-8	364 Main Street
86	Glam App	364 Main Street
87	Everytown for Gun Safety Support Fund	780 Main Street
88	Mellow Mushroom	427 Main Street
89	Paint Mixer	738 Main Street
90	Luxe Marketing for John Legend	314 Main Street
91	Luxe Marketing for Turner Networks	314 Main Street
	PREVIOUSLY APPROVED	
92	Pamela Alford	657 Park Ave
93	628 Park Ave LLC	628 Park Ave
94	A-List	306 Main Street
95	Beyond Cinema - AFCI	305 Main Street
96	Indie Lounge	710 Main Street
97	Kari Feinstein Public Relations	580 Main Street
98	Brilliant Consulting	449 Main Street
99	Durkin Entertainment	255 Main Street
100	BMF Media	364 Main Street
101	Talent Resources	890 Main Street
102	NA Collective	408 Main Street
103	Slamdance	255 Main Street
104	Wasatch Brew Pub	250 Main Street
105	Broadway Media, LLC	250 Main Street
106	Precious Entertainment	780 Main Street
107	Earth Day Network	780 Main Street
108	Toyota Motor Sales	780 Main Street
109	Members Only	780 Main Street
110	Precious Entertainment	738 Main Street
111	Old Town Cellars	890 Main Street
112	Luxe Marketing, LLC	314 Main Street
113	David Beavis Gallery	314 Main Street
114	Variety Media LLC	625 Main Street
115	Riverhorse Partners LLC	540 Main Street
116	NA Collective	408 Main Street
117	The Blackhouse	804 Main Street
118	PC Main LLC	591 Main Street
119	American Stonehenge Films	751 Main Street
120	Choices Recovery	255 Main Street
121	Handbag Republic	255 Main Street
122	Chariot Travelware	255 Main Street
123	La Croix Sparkling Water, Inc	255 Main Street
124	Producer Magazine International	1351 Kearns Blvd #160
125	Provimo Spirits	306 Main Street
126	Kia Motors America	306 Main Street
127	The Church Key (SAIA Restaurant Group LLC)	306 Main Street
128	Johndrow Vineyards	306 Main Street
129	Salt Lake Brewing Co	250 Main Street
130	Eagle Huntress	444 Main Street
131	Maiyet	444 Main Street
132	Film LA	540 Main Street
133	Company 3	540 Main Street
134	A & E History	540 Main Street
135	Film Independent	540 Main Street
136	USC Film	540 Main Street
137	City of Miami	364 Main Street
138	The Points Guy	364 Main Street
139	Nikki Beach	364 Main Street
140	Associated Press	364 Main Street



★ Convention Sales Licenses



Date: 1/11/2016



DATE: January 14, 2016

TO HONORABLE MAYOR AND COUNCIL

The attached Exhibit A lists all License applicants to date pending approval. These applicants have completed all requirements for application, including background checks, insurance requirements and paid the applicable license fee. Staff is requesting approval of the attached applicants to conduct business during the 2016 Sundance Film Festival.

Respectfully:

Rebecca Gillis, Accounting Manager

City Council Staff Report



Subject: Local Consent for Special Event Temporary Alcoholic Beverage Licenses during the 2016 Sundance Film Festival
Author: Beth Roberts, Business License Specialist
Department: Finance
Date: January 14, 2015
Type of Item: Legislative

Recommendation:

Approval of the Special Event Temporary Alcoholic Beverage License (License) applications listed in Exhibit A for operation during the 2016 Sundance Film Festival (Festival).

Executive Summary:

The attached Exhibit A lists up to twelve (12) late license applicants to date pending approval along with six (6) applications that were received in December, but missed in the previous staff reports for Council approval. These applicants have completed all requirements for application, including background checks, insurance requirements and paid the applicable license fee. Staff is requesting approval of the attached applicants to conduct business during the 2016 Festival.

Acronyms:

City – Park City Municipal Corporation
DABC - Utah Department of Alcoholic Beverage Control
License – Special Event Temporary Alcoholic Beverage License
Festival – Sundance Film Festival
MFL – Master Festival License

Topic/Description:

To request approval of Licenses listed in Exhibit A during the Festival.

Background:

On June 6, 2013, Council passed amendments to the requirement for a License during the time period of the Festival. One of those amendments requires City Council approval of all applications no later than the last regularly scheduled meeting in the preceding month of December. This is consistent with the Utah Department of Alcoholic Beverage Control (DABC) process. The last meeting with the DABC prior to the Festival will be on December 15, 2015. Any Licenses approved by City Council after December 10, 2015 will be up to DABC discretion for State approval. However, there are instances in which the Park City Municipal (City) requires a License and the DABC does not (i.e. private parties). Under City Municipal Code 4-4-2(B)(2) Council may hold an emergency meeting to hear no more than twelve (12) applications for late approval. All applications must be complete and submitted no later than the first Friday in January (January 8

2016) to be heard no later than the second Thursday in January (January 14, 2016). No more than the first twelve complete applications to be submitted will be heard. A higher fee, pursuant to the fee schedule, may be required due to the expedited nature of the emergency meeting.

Analysis:

The changes to the City's Municipal Code for the Licenses allows the City to address issues related to adverse impacts or carrying capacity issues due to licensed activity and volume as well as coordinating with a DABC hearing as necessary. It also allows service departments, event staff, and public safety to obtain a more accurate picture of the total public service demands for the Festival and respond as necessary. State Code gives the City discretion on whether to provide Local Consent for Licenses. As a benefit to applicants it provides them enough time to address issues that may otherwise delay or result in denial of their event. Staff has reviewed all 16 applicants listed on Exhibit A for 14 separate locations and recommends that Council reviews and approves the Licenses for the listed applicants.

Department Review:

Finance, Legal, Police, Planning, Building, Special Events, and Executive have reviewed this report

Alternatives:

A. Approve:

The recommended action would be to approve all applicants for the Licenses. This is staff's recommendation

B. Deny:

Council could deny all License applicants listed. This would require applicants to reapply or disallow them from serving alcoholic beverages at their event during the Festival.

C. Modify:

Council could deny some of the License applicants listed. This would require applicants to reapply or disallow them from serving alcoholic beverages at their event during the Festival.




D. Continue the Item:

Council could ask for a continuation of these License applicants listed. The applicants may not make deadlines for the Festival.

E. Do Nothing:

Council could do nothing on this request. This may have the same effect as denying or continuing the item. Staff does not recommend.

Significant Impacts:

	World Class Multi-Seasonal Resort Destination (Economic Impact)	Preserving & Enhancing the Natural Environment (Environmental Impact)	An Inclusive Community of Diverse Economic & Cultural Opportunities (Social Equity Impact)	Responsive, Cutting-Edge & Effective Government
Which Desired Outcomes might the Recommended Action Impact?	(+/-) Unique and diverse businesses (+/-) Balance between tourism and local quality of life (+/-) Varied and extensive event offerings	(+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome)	(+/-) Shared use of Main Street by locals and visitors (+/-) Vibrant arts and culture offerings (+/-) (Select Desired Outcome)	(+/-) Fiscally and legally sound (+/-) Engaged and informed citizenry (+/-) Ease of access to desired information for citizens and visitors
Assessment of Overall Impact on Council Priority (Quality of Life Impact)	Very Positive 	Neutral	Positive 	Very Positive 
Comments:				

Funding Source:

N/A

Consequences of not taking the recommended action:

If no action is taken at this time applicants will not be allowed to hold a Special Event Temporary Alcoholic Beverage License. Applicants will be unable to serve alcohol at their event during the Festival.

Recommendation:

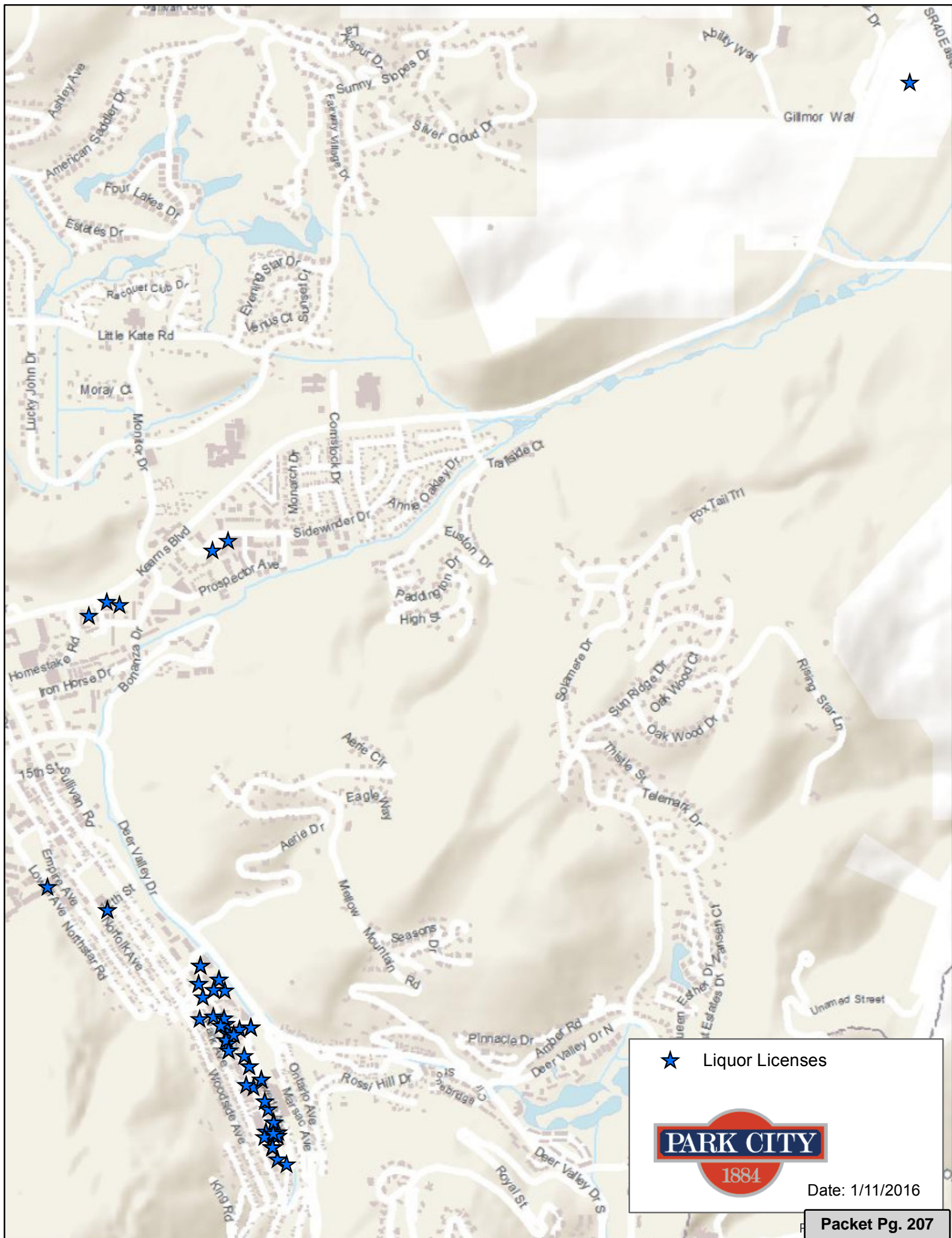
Approval of the License applications listed in Exhibit A for operation during the 2016 Festival.

Exhibit A – List of applicants

Exhibit B – Map of locations

	Applicant Name	Location Address
	MISSED APPLICANTS FROM DECEMBER	
1	FilmUtah (MFL)	528 Main Street
2	FilmUtah (MFL)	528 Main Street
3	FilmUtah (MFL)	1167 Woodside Ave
4	FilmUtah (MFL)	4001 Kearns Boulevard
5	Luna Lounge (MFL)	1821 Sidewinder
6	Eagle Huntress	444 Main Street
	NEW APPLICANTS (UP TO 12)	
7	VIP Event Management	825 Main Street
8	Best Events	825 Main Street
9	Producers Magazine	1351 Kearns Blvd
10	Canada Goose	577 Main Street
11	Stephanie Richie - PC Main	591 Main Street
12	1251 Kearns, LLC	1251 Kearns Blvd
13	Riverhorse Partners	221 Main Street
14	Done to Your Taste Catering	1401 Kearns Blvd
15	Done to Your Taste Catering	206 Main Street
16	Jibberish	314 Main Street
	PREVIOUSLY APPROVED	
17	Errol Roussel (MFL)	573 Main Street
18	Miriam Benezra (Sundance)	308 Main Street
19	Miriam Benezra (Sundance)	1310 Lowell Ave
20	Miriam Benezra (Sundance)	609 Main Street
21	Miriam Benezra (Sundance)	1895 Sidewinder
22	Miriam Benezra (Sundance)	1167 Woodside
23	Miriam Benezra (Sundance)	550 Main Street
24	Miriam Benezra (Sundance)	475 Swede Alley
25	Pamela Alford	657 Park Ave
26	Egyptian Theatre (MFL)	328 Main Street
27	Egyptian Theatre (MFL)	328 Main Street
28	Egyptian Theatre (MFL)	328 Main Street
29	628 Park Ave LLC	628 Main Street
30	The Blended Table - Samsung (MFL)	638 Park Ave
31	Kickstarter (MFL)	591 Main Street
32	Talent Resources (MFL)	890 Main Street
33	Top Shelf - Base Camp (MFL)	475 Swede
34	A-List	306 Main Street
35	Beyond Cinema - AFCI	305 Main Street
36	Indie Lounge	710 Main Street
37	Brillant Consulting	449 Main Street
38	FilmUtah (MFL)	255 Main Steet #C
39	FilmUtah (MFL)	255 Main Street #A
40	FilmUtah (MFL)	255 Main Steet #C
41	FilmUtah (MFL)	255 Main Street #A
42	Done to Your Taste Catering (MFL)	268 Main Street
43	Done to Your Taste Catering (MFL)	268 Main Street
44	Done to Your Taste Catering (MFL)	268 Main Street
45	Durkin Entertainment	255 Main Street
46	BMF Media	364 Main Street
47	Top Shelf - Gateway Virtual Reality (MFL)	136 Heber Ave
48	Top Shelf - New Frontier (MFL)	573 Main Street
49	Top Shelf - Ascaph (MFL)	751 Main Street
50	NA Collective (MFL)	408 Main Street

51	Slamdance (1/22-1/26)	255 Main Street
52	Slamdance (1/27-1/28)	255 Main Street
53	Church & State Spirits-Airbnb (MFL) (1/21-1/25)	596 Main Street
54	Church & State Spirits-Airbnb (MFL) (1/25-1/30)	596 Main Street
55	Blended Table	638 Main Street
56	Precious Entertainment (1/22-1/26)	780 Main Street #D & E
57	Precious Entertainment (1/27-1/30)	780 Main Street #D & E
58	Precious Entertainment (1/22-1/26)	738 Main Street
59	Precious Entertainment (1/27-1/30)	738 Main Street
60	Old Town Cellars (1/21-1/25)	890 Main Street
61	Old Town Cellars (1/25-1/30)	890 Main Street
62	Luxe Marketing, LLC (1/21-1/25)	314 Main Street
63	Penske Business Media, LLC (1/23-1/26)	625 Main Street
64	Park City Film Studios Development Co (1/23-1/27)	4001 Kearns Boulevard
65	Raiser, LLC (1/20-1/25)-UBER Rider Lounge	626 Swede
66	Raiser, LLC (1/25-1/29)-UBER Rider Lounge	626 Swede
67	Raiser, LLC (1/29-1/31)-UBER Rider Lounge	626 Swede





DATE: January 14, 2016

TO HONORABLE MAYOR AND COUNCIL

Authorize the City Manager to sign Contract Change Order No. 2 to Construction Agreement with B Jackson Construction and Engineering, Inc. in a form approved by the City Attorney for additional construction services related to the construction of Little Bessie Avenue Storm Drain Improvements Project in an amount of \$51,228.01.

Respectfully:

Steven Arhart,



City Council Staff Report

Subject: Contract Change Order No. 2 to
Construction Agreement for the
Little Bessie Avenue Storm Drain Improvements Project

Author: Steven Arhart, E.I.T., Public Improvements Engineer

Co-author: Matt Cassel, P.E., City Engineer

Department: Engineering

Date: January 14, 2016

Type of Item: Administrative

Summary Recommendations:

Staff recommends City Council authorize the City Manager to sign Contract Change Order No. 2 to Construction Agreement with B Jackson Construction and Engineering, Inc. in a form approved by the City Attorney for additional construction services related to the construction of Little Bessie Avenue Storm Drain Improvements Project in an amount of \$51,228.01.

Executive Summary:

In the summers of 2013 and 2014, significant flooding occurred along Little Bessie Avenue. The flooding caused damage to private property, who then submitted claims to the City for their loss. This contract with B. Jackson Construction was for the construction of storm drain improvements along Little Bessie Avenue to reduce/eliminate the flooding potential. This project was designed by Ward Engineering. Council has approved funding for this project as part of the Council adopted 10-year Additional Resort Communities Sales Tax plan.

The major constructed element of this project was an underground pipeline system to improve Little Bessie Avenue's drainage. During construction the road was found to have been poorly constructed, which required much larger quantities of soil needing to be hauled and disposed of in a remote repository (Tooele) and a larger amount of road needing to be removed and replaced. This contract change order addresses these issues.

Acronyms

ROW – Right-of-Way

Background:

The drainage system for this Prospector neighborhood is a system of surface gutters. The gutters collect the storm water and routes it to Comstock Drive, which then routes the water out to SR-248 then out to Silver Creek. The private properties in this neighborhood drain to the Little Bessie Avenue, Monarch Drive, and Calumet Circle ROW. Prior to construction, the storm water is collected then surface routed through Little Bessie Avenue, which then routes the storm water to Comstock Drive.

On July 4, 2013, a significant storm swept through Park City. This storm overwhelmed the gutter system on Little Bessie Avenue and flooded the basements of 2164 Little Bessie Avenue and 2214 Little Bessie Avenue. Claims for these losses were submitted and addressed by the City.

On July 28, 2014, another significant storm swept through Park City. This storm also overwhelmed the gutter system on Little Bessie Avenue. Even though staff was ready and provided sand bags to control the storm waters, the basement of 2164 Little Bessie Avenue flooded. Claims for this loss was submitted and addressed by the City.

Little Bessie Avenue drainage improvements are identified in the draft Storm Water Master Plan as a high priority project because of these past private property damage incurred.

On September 4, 2015, construction began on the project. During construction the asphalt and soil base material was in bad condition and required an average nine-foot patch over the pipe. Initially the patch width was estimated to be five feet. As a result, actual quantity of soil being hauled to Clean Harbors was more than expected. In addition, additional costs were incurred to remove the substandard sections of asphalt and replace with new asphalt.

Analysis:

Previous to this Contract Change Order No. 2, Contract Change Order No. 1 was executed on October 28, 2015. The total cost of Contract Change Order No. 1 was \$10,795.39, which is 4.4% of the construction contract amount. Per Park City contract and purchasing policy, for contracts under \$250,000 once the total change orders exceed the lesser of 20% of the original contract amount or \$25,000 (20% of \$243,069 is \$48,613.80 so \$25,000 is the threshold) they must be approved by City Council. Contract Change Order No. 2 exceeds the \$25,000 threshold.

The cost for Contract Change Order No. 2 is \$51,228.01 and includes the following items:

- Additional cost of trench plates due to extended duration of the project, the need to provide access to the residential drives along the street, and to bridge utility conflicts while the conflicts were being resolved. The cost of this item is \$1,954.30.
- Soil hauling for the project was initially estimated to be 318 tons and because of the wider trench the total amount hauled to Clean Harbors was a total of 577.13 tons. The overage from this was a total of \$46,643.40.
- The durability of the road was a problem during construction and resulted in the existing asphalt failing in large sections. To maintain a quality road and the life expectancy of the asphalt it was determined to asphalt an average 9 foot trench, rather than the bid quantity of a 5 foot trench. Additional measures were taken to improve the strength and resilience of the underlying soil base under the asphalt. This additional measures and expanded asphalt paving resulted in additional costs of \$30,765.99.

- Installation of an inlet box at the intersection of Comstock and Little Bessie was completed. This was done for a better functioning and easier to maintain system. The cost to add this was \$5,741.32.
- Over/unders for the project have resulted in \$33,877.00 of credits to the City. This project was bid as a unit price contract. Because of field changes and differing field conditions, quantity changes resulted in a credit to the City. For instance, the amount of pipe installed was less than the bid amount.

Staff sees these change order costs to be based on unknown conditions and not because of design consultant's errors or omissions. Past projects in the area have encountered poor soil conditions, but were readily addressed in a cost effective manner. Little Bessie on the other hand was so poorly built, plus with wet conditions in the autumn, the road and its base proved to be much more unstable requiring additional efforts to re-build it. Timing of these efforts was such that a decision was made prior to Council's approval in order to complete the project before winter. The final costs for the project were not received until construction was complete.

Contract Change Order No. 1 was \$10,795.39 and included the following items:

- Moving manhole #5 further east to facilitate the existing 15" storm drain pipe. The cost for this was \$1,286.97.
- Lowering of existing Rocky Mountain Power conduit that conflicted with the elevation of the storm drain pipe cost \$5,646.85.
- Relocation of catch basin that conflicted with the waterline. The cost of this was \$2,005.23.
- Raised elevation of a catch basin costing \$928.21.
- Relocation of another section of Rocky Mountain Power conduit to a lower elevation costing \$928.13.

The status of the projects total budget is as follows:

CIP Funds for Little Bessie Avenue Storm Drain Drain Improvements Project	\$ 270,000.00
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LESS:

Total Design Fees	<u>\$ 8,017.24</u>
Project Funds Available	\$261,982.76

LESS:

B Jackson Bid	\$243,069.00
Change Order 1	<u>\$ 10,795.39</u>
Project Funds Available	\$ 8,118.37

LESS:

Change Order 2	<u>\$ 51,228.01</u>
Project Funds Available	\$- 43,109.64

For clarification, as of January 14, 2016, the remaining project budget was \$8,118.37. Contract Change Order No. 2 is \$51,228.01, leaving a difference of \$43,109.64 of unaccounted funds for the project. Working with the Budget Department, the City funds proposed to be used to cover the cost from Contract Change Order No. 2 are as follows:

Storm Water Improvements as part of the
Council adopted 10-year Additional Resort
Communities Sales Tax plan

\$ 43,109.64

Department Review:

This report has been reviewed by City Manager, Sustainability, Budget, Public Utilities and Legal. All issues have been resolved.

Alternatives:

A. Approve the Request:

This is the staff's recommendation.

B. Deny the Request:

Without approval, B Jackson would not be paid in full for the work completed including the extra soil hauled to Clean Harbors and improved asphalt road.





C. Continue the Item:

If the Council needs more information the item can be continued.

D. Do Nothing:

This option would have the same result as denying the request.

Significant Impacts:

	World Class Multi- Seasonal Resort Destination (Economic Impact)	Preserving & Enhancing the Natural Environment (Environmental Impact)	An Inclusive Community of Diverse Economic & Cultural Opportunities (Social Equity Impact)	Responsive, Cutting- Edge & Effective Government
Which Desired Outcomes might the Recommended Action Impact?		+ Managed natural resources balancing ecosystem needs + Enhanced water quality and high customer confidence		+ Well-maintained assets and infrastructure
Assessment of Overall Impact on Council Priority (Quality of Life Impact)	Neutral 	Positive 	Neutral 	Positive 
Comments:				

The construction of Little Bessie Avenue Storm Drain Improvements Projects has been an impact to the adjacent homeowners and has caused some short access issues for the Little Bessie neighborhood.

Consequences of not taking the recommended action:

By not approving this Contract Change Order No. 2, B Jackson will not be paid for the increased soil hauling and the improved asphalt road the City received.

Recommendation:

Staff recommends City Council authorize the City Manager to sign Contract Change Order No. 2 to Construction Agreement with B Jackson Construction and Engineering, Inc. in a form approved by the City Attorney for additional construction services related to the construction of Little Bessie Avenue Storm Drain Improvements Project in an amount of \$51,228.01.

Exhibit - Change Order No. 2 with B Jackson Construction and Engineering
 Change Order No.1 with B Jackson Construction and Engineering

Change Order

No. 002

Date of Issuance: November 15, 2015

Effective Date: November 15, 2015

Project: Little Bessie Ave. Storm Drain Improvements	Owner: Park City Municipal Corporation	Owner's Contract No.:
Contract:		Date of Contract:
Contractor: B Jackson Construction		Engineer's Project No.: PCITY04

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Item No. 1. Additional asphalt paving to an average width of 9 feet.

Item No. 2. Additional cast in place catch basin at intersection of Comstock Drive and Little Bessie Avenue.

Item No. 3. Overrun of contaminated soil.

Item No. 4. Underrun of pipe installation and water line loop.

Attachments (list documents supporting change):

Little Bessie Storm Drain Improvement - Chang Order 002 – Schedule of Values and Corresponding Contract Amounts

Chang Order 002 Addressed on Plans

Change in Plan – Request No. 8 – Including Corresponding Attachments and Worksheets

Change in Plan – Request No. 9 – Including Corresponding Attachments and Worksheets

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$ 243,069.00

[Increase] from previously approved Change Orders
No. N/A to No. N/A:

\$ 10,795.39

Contract Price prior to this Change Order:

\$ 253,864.39

[Increase] of this Change Order:

\$ 51,228.01

Contract Price incorporating this Change Order:

\$ 305,092.40

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☐ Calendar days

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

[Increase] [Decrease] from previously approved Change Orders
No. _____ to No. _____:

Substantial completion (days): _____

Ready for final payment (days): _____

Contract Times prior to this Change Order:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

Contract Times with all approved Change Orders:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

Change Order

By: _____

Engineer (Authorized Signature)

Date: _____

Approved by Funding Agency (if applicable): _____

By: _____

Owner (Authorized Signature)

Date: _____

By: _____

Contractor (Authorized Signature)

Date: _____

Date: _____

Change Order

Instructions

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

Little Bessie Storm Drain Improvements

Change Order 002 - Schedule of Values and Corresponding Contract Amounts

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Bid Unit Price</u>	<u>Bid Price</u>
1	Additional asphalt paving to an average width of 9 feet. Includes trench plates and additional road base.	LS	1.00	\$32,720.29	\$32,720.29
2	Additional cast in place catch basin at intersection of Comstock Drive and Little Bessie Avenue.	LS	1.00	\$5,741.32	\$5,741.32

Overrun

1	Overrun of contaminated soil	Ton	259.13	\$180.00	\$46,643.40
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Credit

1	Underrun of pipe installation and water line loop	LF	1.00	\$33,877.00	\$33,877.00
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Total Change Order Amount					\$51,228.01
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Change Order

No. **001**

Date of Issuance: October 21, 2015

Effective Date: October 21, 2015

Project: Little Bessie Ave. Storm Drain Improvements	Owner: Park City Municipal Corporation	Owner's Contract No.:
Contract:		Date of Contract:
Contractor: B Jackson Construction		Engineer's Project No.: PCITY04

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Item No. 1. Moved manhole #5 about 10 feet to the east to facilitate the interception of an existing 15" RCP storm drain line.

Item No. 2. Relocate RMP 50' of new 4" PVC conduit at deeper depth

Item No. 3. Installed and removed 32' of new 18" RCP, facilitating the new location of the catch basin 6.

Item No. 4. Raised elevation of catch basin 7 to facilitate an engineering/survey error.

Item No. 5. Excavated and lowered 18" existing RMP conduit on east end of Little Bessie.

Attachments (list documents supporting change):

Little Bessie Storm Drain Improvement - Chang Order 001 – Schedule of Values and Corresponding Contract Amounts

Chang Order 001 Addressed on Plans

Change in Plan - Request No. 2 – Including Corresponding Attachments and Worksheets

Change in Plan - Request No. 3 – Including Corresponding Attachments and Worksheets

Change in Plan - Request No. 4 – Including Corresponding Attachments and Worksheets

Change in Plan - Request No. 5 – Including Corresponding Attachments and Worksheets

Change in Plan - Request No. 6 – Including Corresponding Attachments and Worksheets

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$ 243,069.00
final payment (days or date): _____

[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:

\$ -

Contract Price prior to this Change Order:

\$ 243,069.00

[Increase] [Decrease] of this Change Order:

\$ 10,795.39

Contract Price incorporating this Change Order:

\$ 253,864.39

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☐ Calendar days

Substantial completion (days or date): _____

Ready for

[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:

Substantial completion (days): _____

Ready for final payment (days): _____

Contract Times prior to this Change Order:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

Contract Times with all approved Change Orders:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

Change Order

RECOMMENDED:

By: _____

Engineer (Authorized Signature)

Date: _____

Approved by Funding Agency (if applicable): _____

ACCEPTED:

By: _____

Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____

Contractor (Authorized Signature)

Date: _____

Date: _____

Change Order

Instructions

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

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Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

Change Order

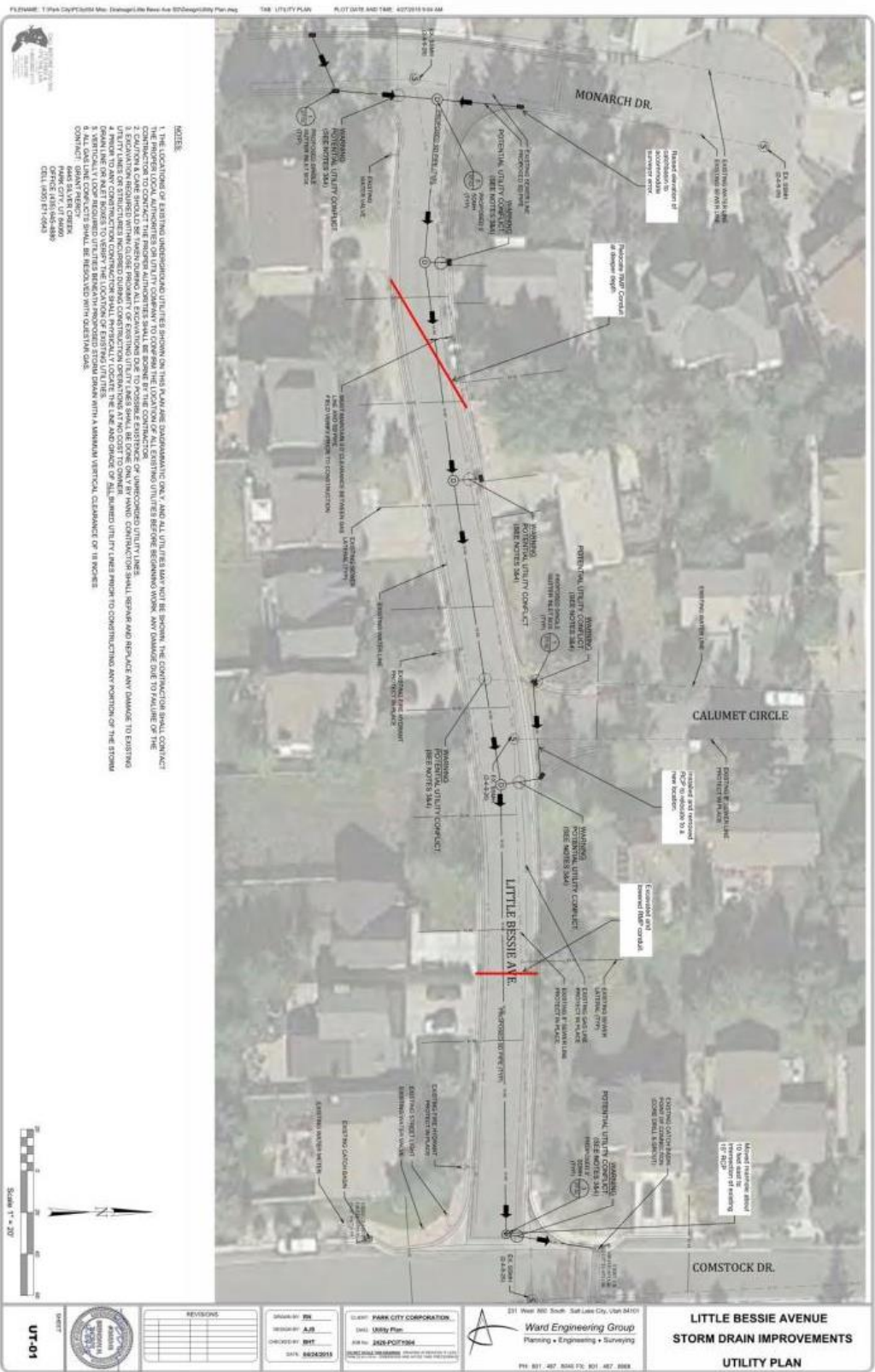
Little Bessie Storm Drain Improvements

Change Order 001 - Schedule of Values and Corresponding Contract Amounts

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Bid Unit Price</u>	<u>Bid Price</u>
1	Moved manhole#5, 10 feet to the east to facilitate the interception of an existing 15" RCP storm drain. As per Park city Direction, Steven Arhart	LS	1.00	\$1,286.97	\$1,286.97
2	Attempted relocate of existing underground Rocky Mountain Power facility to adeeper elevation to allow the storm drain to pass over. This could not be completed due to cable and slack issues, Rocky Mountain Power was called in to complete the relocation. B Jackson Crews removed 50' of existing 4" PVC and provided/installed 50' of new 4" PVC to facilitate the relocate.	LS	1.00	\$5,646.85	\$5,646.85
3	Installed 32' of 15" RCP and one catchbasin as per plan to specification, Park City called and requested that the work stop and installed pipe to be relocated 8' West of the current plan to avoid conflict with an existing water line. Crew removed pipe and catchbasin to facilitate the relocate. In addition to teh relocate we had to cut into the new 18" RCP to facilitate the drainage of catch basin 6. This request covers the additional expenses.	LS	1.00	\$2,005.23	\$2,005.23
4	Raised elevation on catch basin 7 to facilitate an engineering/survey error.	LS	1.00	\$928.21	\$928.21
5	Crew excavated around existing underground power facility to lower the run 18" to facilitate the new 18" RCP storm drain.	LS	1.00	\$928.13	\$928.13

Total Change Order Amount \$ 10,795.39

Change Order





DATE: January 14, 2016

TO HONORABLE MAYOR AND COUNCIL

Staff is requesting that Council authorize a change order to a Zion's Bank Public Finance contract to provide Council with budget options related to funding the Water Energy Efficiency Program and creating additional consumptive tiers for single family residential customers, and others as feasible.

Respectfully:

Jason Christensen, Conservation & Tech Coordinator



City Council Staff Report

Subject: Change Order No. 2 to Zion's Bank Public Finance
Professional Service Agreement
Author: Jason Christensen, Water Resources Manager
Department: Public Utilities
Date: January 14, 2016
Type of Item: Administrative

Summary Recommendations:

Staff recommends Council authorize the City Manager to execute a change order to the Professional Service Agreement, in a form approved by the City Attorney, with Zion's Bank Public Finance in an amount of \$33,810, for a contract total of \$81,795 since the contract was executed in 2013.

Executive Summary:

Staff is requesting that Council authorize a change order to a Zion's Bank Public Finance contract to provide Council with budget options related to funding the Water energy efficiency program and creating additional consumptive tiers for single family residential customers, and others as feasible.

Acronyms in this Report:

IFA: Impact Fee Analysis
Zion's: Zion's Bank Public Finance

Background:

Staff procured the services of Zion's Bank Public Finance (Zion's) in December 2013 to complete the Water Impact Fee Analysis (IFA) as part of an update to the water impact fee and to develop a new financial model for the water fund. This work was performed by Zion's for an amount not to exceed \$22,985.

The IFA is complete and Council adopted it, along with other documents updating the water impact fee on September 25, 2014.

The financial model is also complete and was used to set the Fiscal Year 2015 water rates and projected future rates. The model was also used to determine the final amount of the 2014 Water Revenue Bond and will be used to determine future bonding requirements.

On October 30, 2014, Council authorized a \$25,000 change order to allow for general financial modeling and support similar to the original scope of work. The water fund uses this contract to address financial issues that arise from time to time. At the time this report was written, staff has used about \$6,000 from the \$25,000 for general financial modeling. This work included general updates to the model and feasibility analysis based on preliminary Judge and Spiro Treatment needs combined with

potential water rights purchases. The remaining amount from the \$25,000 will be preserved for the original intended purpose and tracked separately from the proposed change order.

On December 3, 2015, Council directed staff to pursue additional consumptive tiers to further encourage conservation and the creation of a revenue stream through a modified pumping surcharge for water department water and energy efficiency projects. The current target for the revenue stream from the modified pumping surcharge is \$900,000 a year. This \$900,000 a year may be adjusted as more information concerning energy efficiency costs and opportunities are identified.

Analysis:

In the past, the Water Department has hired a contract employee to address complex financial modeling and financial needs. This approach eliminated the need for change orders such as the one here, but created other concerns. The Water Department, through a Request for Qualifications, transitioned to the use of a municipal financial consulting firm in 2013. Staff believes it makes sense to use the same consultant for an extended period of time because our financial questions build on one another and benefit from a consultant's historical understanding gained through prior work. This results in multiple change orders to one contract, as seen here. Staff believes this change order represents fair compensation for the work requested, and that it is consistent with the 2013 Request for Qualifications.

This change order will provide the financial expertise to accomplish four items related to Council's previous request:

1. Revenue Stream for Water and Energy Conservation Program
2. Refine Pricing Structures to Optimize for Conservation
3. Financial Resiliency Plan to Plan for Reductions in Water Sales
4. Economics of Water Rates and Conservation in Park City

Item four is currently scoped and would cost \$3,440, but will not be completed unless the other work above indicates that it is needed and staff directs the consultant to proceed. The complete scope of services is attached to this staff report.

The need for these services was discussed with Council on December 3, 2015, and combines the Water Department's water and energy efficiency program efforts, with Council's desire to examine additional consumptive tiers for Single Family Residential Accounts, and other account types as feasible.

An additional contract that is not anticipated to require Council approval is anticipated for Engineering Services related to calculating the embedded energy from our water sources and the energy required to move water into the boot hill tank. This work will leverage the work completed for the pumping surcharge to minimize time, effort, and cost. Staff is still working to scope this effort and does not have anticipated costs at this time.

Staff recommends Council authorize the City Manager to execute a change order to the Professional Service Agreement, in a form approved by the City Attorney, with Zion's Bank Public Finance in an amount of \$33,810, for a contract total of \$81,795 since the contract was executed in 2013.

Department Review:

This staff report has been reviewed by representatives from Public Works, Legal, Budget, and Executive.

Alternatives:

A. Approve:

Staff recommends this option.

B. Deny:

Staff would be unable to provide Council with options to create a revenue stream to fund the energy efficiency program or additional consumptive tiers for consideration as part of the Fiscal Year 2017 Budget Process.

C. Modify:

Council could ask for modifications to the Scope of Work which staff would bring back at a later date.



D. Continue the Item:

Council could continue the item.

E. Do Nothing:

Staff would be unable to provide Council with options to create a revenue stream to fund the energy efficiency program or additional consumptive tiers for consideration as part of the Fiscal Year 2017 Budget Process.

Significant Impacts:

	Preserving & Enhancing the Natural Environment (Environmental Impact)	Responsive, Cutting- Edge & Effective Government
Which Desired Outcomes might the	+ Adequate and reliable water supply	+ Fiscally and legally sound
Assessment of Overall Impact on Council Priority (Quality of Life Impact)	Very Positive 	Very Positive 
Comments:		

Impacts on City Council's Critical Priority of Energy:

Part of this effort is related to creating a funding source for water energy efficiency projects. A funding source would increase the water and energy efficiency of water operations. Another part of this program is additional conservation pricing signals. These will likely reduce water consumption, thereby reducing the energy demand of the water department.

Funding Source:

Funding for this work is part of the approved Fiscal Year 2016 water operations budget.

Consequences of not taking the recommended action:

Staff would be unable to provide Council with options to create a revenue stream to fund the energy efficiency program or additional consumptive tiers for consideration as part of the Fiscal Year 2017 Budget Process.

Recommendation:

Staff recommends Council authorize the City Manager to execute a change order to the Professional Service Agreement, in a form approved by the City Attorney, with Zions Bank Public Finance in an amount of \$33,810, for a contract total of \$81,795 since the contract was executed in 2013.

Exhibits:

A – Scope of Work

December 30, 2015

To: Clint McAfee, Park City Municipal Corporation

From: Matt Millis, Zions Public Finance, Inc.

Re: Water User Rate Analysis

OVERVIEW OF PROPOSED WORK

Zions Public Finance, Inc. (Zions) is pleased to present the following scope of services to Park City Municipal Corporation (the City) to prepare an in-depth water rate analysis and economic review. This effort will be led by Matt Millis, Vice President of Zions Municipal Consulting Group. The total proposed fee for this project is \$33,810 for the scope of work which includes \$3,440 of optional work related to the analysis of the economics of the proposed rates and resulting conservation.

Park City has a very sophisticated and well designed water rate schedule that combines elements of tiered conservation-oriented rates, seasonal rates, pumping surcharges, indigent rates, etc. The intent of the proposed water rate analysis is to perform a comprehensive review of current policies and rate structures with the intent of continued refinement of conservation measures, financial resiliency, and general rate policy definition. The basic principle that will guide the process will be fairness and equity between customer classes to be achieved through following a rate methodology endorsed by the American Water Works Association (AWWA).

We will ensure that rates and tiers are appropriate, incentivize conservation, enhance revenue stability, do not require one user class to subsidize another, and are based on solid ratemaking principles. If requested, we will complete an economic analysis that considers costs of conservation, affordability thresholds and other key considerations.

PROJECT GOALS AND DELIVERABLES

GOAL 1: REVENUE STREAM FOR ENERGY CONSERVATION PROGRAM

Energy is often one of the larger controllable costs in a water system. Rate surcharges and other measures to reduce consumption and provide a revenue stream for energy conservation programs will be proposed. If the cost allocation logic for energy efficiency projects is different than that of pumping costs then appropriate methods of distributing energy efficiency project costs will be proposed. This work will be performed by Bowen & Collins and will not be considered in this proposed scope of work for Zions.

GOAL 2: REFINE PRICING STRUCTURES TO OPTIMIZE CONSERVATION

Zions will suggest ways to refine the current water rate structures or find alternative rate structures to further promote water conservation in the City. The rates will have to balance the competing interests of conservation based rates that slow wasteful water use and the need to meet revenue requirements through water sales. Areas of review will include tier structures for residential users and prices per unit for non-residential users without tier structures. The final result will include options that may help to reduce water waste but equitably places the responsibility for water conservation on all user classes.

GOAL 3: FINANCIAL RESILIENCY PLAN TO OFFSET REDUCTIONS IN WATER SALES

Any conservation rate structure that reduces the amount of water sold can reduce water rate revenues and therefore the financial stability of the water utility. The City needs to develop a plan that considers possible revenue instability resulting from conservation and other factors to maintain financial strength in the water fund and the City's current bond ratings. Financial contingency plans will be created that can be employed to ensure operational expenses are covered, bond coverage ratios and covenants are met, and capital projects are funded. Possible options to enhance financial stability can include maintenance of larger cash balances, drought pricing, larger base monthly fees, general fund revenues to fund community-wide benefits, capital project prioritization and deferred capital replacement/maintenance.

GOAL 4: ECONOMICS OF WATER RATES AND CONSERVATION IN PARK CITY

This rate analysis scope includes an optional task that reviews a water system business case analysis that considers many economic factors which can be used to support the policies and decisions made regarding rates. Considerations may include:

- Price affordability in Park City across a range of users and incomes;
- Maximum water bill threshold for user classes;
- Consideration of local economic growth and strength in bill affordability and thresholds;
- Impact of rates on economic development and business attraction;
- Return on investment for rate payers considering risk mitigated;
- Addition of a weighted average cost of capital to the water financial model;
- Simple cost benefit analysis between increased conservation; and
- Other elements that the City would like to add to support rate decisions or address Council's directives.

WORK APPROACH

Our scope will build upon work already completed with the water financial model which eliminates the need for a revenue requirement analysis in this rate scope. We will work closely with staff and other professionals to ensure that the deliverables meet the City's needs, situation, and standards. We plan to complete the study by April 2016 in order to adopt the new rates at the start of the new 2017 fiscal year.

PROJECT DELIVERABLES

- **Rate Policy White Paper** – the proposed white paper will discuss policy, philosophy of rates, conservation and other key issues;
- **Water Rate Analysis** – the final water rate analysis will compile all calculations, data, and sources into a single comprehensive document to support the final rate calculations;
- **Formal Staff and Council Presentations** – Periodic formal presentations will be made to City Council and key staff in preparation for the adoption and implementation of water rates. PowerPoint presentations and other materials will be prepared specific to these presentations. The scope and fee described below includes four formal presentations and the associated preparation time; and
- **Time to Completion** - The project will be completed by April 2016 so that the new rate structure can be adopted at the start of the new fiscal year beginning July 2016.

RATE STUDIES OVERVIEW

Analysis of the water rates will focus on a comparison of costs paid by each customer class to ensure general equity between users and a review of additional conservation measures tailored to each user class. Volatility in user rate revenues will be modeled and a financial resiliency plan will be prepared to reduce financial risk and enhance stability.

DATA GATHERING, STAFF INTERVIEWS, PROJECT PLANNING

Information is critical in a user rate analysis. A detailed list of required information will be prepared and delivered to the City staff at the start of work which will include capital plans, master plans, etc. Our team members will work closely with the City to assist in the gathering and sharing of information.

IDENTIFY USER RATE ALTERNATIVES/ RATE POLICY WHITE PAPER

Zions will prepare a comprehensive white paper to present different user rate policy alternatives to the City. The alternatives will consider the City's objectives for financial, conservation, user classes, cost allocations, etc. Based on policy options the City will determine which alternatives best fit the City's short and long-term objectives.

REVIEW RATE STRUCTURE OPTIONS TO PROMOTE CONSERVATION AND EQUITY

Rates must be structured so that all user classes are charged a fair price for the water received while being encouraged to use the resource in a responsible manner through conservation incentives. This portion of the analysis will focus on reviewing and analyzing historic water use data to understand how each user class and even meter size are currently using water. Statistical analysis will look for water use outliers and abusive users to use as a basis for recommending adjustments to current water rate structures to disincentivize wasteful water practices.

A range of options for modifying water rate structures will be recommended based on the current water demand analysis to promote conservation as well as equity. It is a fact that water user classes can have very different water demand patterns that are considered reasonable for one but not for another. The proposed rate options will be structured so that a conservation solution for one class does not harm or reduce conservation incentives to another.

WATER RATE BILL IMPACT AND EQUALIZATION TO BALANCE USER CLASSES

We will review all current water rate structures for each user class across the entire range to realistic usage in winter and summer seasons to determine each class's per unit (1Kgal) price of water. The price of water will be compared across classes to determine if all are paying a fair price for water considering each class's unique demand characteristics. We will test the demand capture rate for each existing tier in the rates and provide recommendations on how to make new tiers more efficient. We want to balance the fixed monthly bill component of the rate structure with the variable consumption pricing of the tiers and achieve the right amount of conservation yet not drop revenues below what is needed to cover costs.

Once we have defined a clear proposed rate structure, we will test the new bills against the old bills paid by each user class to identify any problems or inequities with the proposed rates. If there are problems we will revise the proposed structure until we have achieved revenue neutrality and an equitable cost allocation. We will stress the proposed rates in several different ways to find any possible issues that might arise in a very wet or dry year, drops in sales due to greater conservation, high and low elasticity, and across the entire spectrum of water usage to make sure that there are no unforeseen quirks in the new rate structure that would produce anything other than what we had originally envisioned.

MONTE CARLO TO STRESS REVENUE MODEL

Rate models are based upon historic billing, cost, weather, economic, and bonding circumstances and there is no way to ensure that future conditions match past conditions to guarantee that sufficient rate revenues will be collected. There is also the concern of price elasticity if rates are to increase. We will run stress tests and volatility analysis through a Monte Carlo simulation to determine the likelihood that revenue requirements will be met given a myriad of possible future billing, weather, economic, and other scenarios. The goal will be to identify potential risks to revenues and establish adjustments to rates, financial policies, or other measures to ensure that the City is protected from rate revenue volatility.

FINANCIAL RESILIENCY PLAN BASED ON PROJECTED VOLATILITY OF WATER SALES

The current water financial model provides the annual rate revenue requirements and financial projections but does not consider volatility of user rate revenues. A resiliency plan will be created, as mentioned above in Goal 3 to supplement the revenue requirement analysis in the financial model. Time required for updates to the financial model will be covered through the existing financial modeling contract. However, resiliency stressing will be done under this agreement. We will take the variables identified in the Monte Carlo analysis that create the greatest volatility in projected water sales and create a resiliency plan to specifically reduce the impact of each variable.

For example, if the Monte Carlo simulation identifies capital project inflation to be a major risk, then specific policies such as larger cash balances or greater construction contingencies will be recommended to counter construction inflation. The work will result in a ranked list of variables affecting water sales and revenue stability with a corresponding list of recommended policies and a rate structure that will counter the potential risks.

INFORMATION REQUIRED FROM ENGINEERING OR OTHER DEPARTMENTS

Zions may require assistance from engineers, whether City staff or consulting engineers, for information related to hydraulic modeling typically related to system peaking, capacities or pumping needs associated with specific areas in the City such as pumping zones and fire flow needs. Engineers will be the specific source of updates on the timing and costs of capital projects. Given the complexity of the proposed rates, there will be times when a review for an engineering perspective will be valuable to ensure that the technical issues are accurately addressed.

PROPOSED PROJECT FEE

Zions proposes a project cost of \$33,810 for the scope of work which includes \$3,440 of optional work. If less work is required then the cost will be reduced accordingly. It is proposed that the work be completed by April 30, 2016 as shown in the timeline below. However, Zions will work to complete the scope faster than proposed if possible or in a different sequence depending upon the availability of information.

WATER RATE ANALYSIS					
Timeline	Phases and Objectives	Vice President \$ 125	Financial Analyst I \$ 90	Financial Analyst II \$ 70	Fee Per Phase
Jan 15- Jan 30	Data Gathering, Staff Interviews, Capital & Financing Costs	8	4	4	\$ 1,640
Jan 15- Feb 22	Identify and Evaluate User Rate Alternatives/Rate Policy White Paper	16	9	5	3,160
Jan 15- Feb 22	Review Rate Structure Options to Promote Conservation and Equity	30	15	5	5,450
Feb 1- Feb 22	Water Rate Bill Impact and Equalization to Balance User Classes	25	10	5	4,375
Feb 22-Mar 19	Monte Carlo Analysis to Stress Revenue Model	36	8	5	5,570
Mar 21- Apr 11	Financial Resiliency Plan Based on Projected Volatility of Water Sales	15	15	5	3,575
Apr 11-Apr 30	Prepare Written Report and Formal Presentations	30	20	15	6,600
Subtotal of Required Tasks		160	81	44	30,370
Optional Task	Analyze Economics of Water Rates and Conservation in Park City	10	15	12	\$ 3,440
Total of Proposed Scope		170	96	56	\$ 33,810



DATE: January 14, 2016

TO HONORABLE MAYOR AND COUNCIL

Under an existing lease agreement, PCMC currently leases Spiro Tunnel water from Salt Lake City between May 1st and October 31st. The proposed amendment to the 1991 Agreement would enlarge the period of use to year round, allow PCMC to temporarily expand snowmaking deliveries, and consider possible options for the future use of the Salt Lake City Spiro Tunnel Water.

Staff recommends Council authorize the City Manager to execute an amendment to the October 8, 1991 Water Supply Agreement between Salt Lake City Corporation and Park City Municipal Corporation, in a form approved by the City Attorney's Office.

Respectfully:

Holly Hilton, Assistant

City Council Staff Report



Subject: Amendment to Water Supply Agreement between Salt Lake City and Park City
Author: Clint McAfee
Department: Public Utilities
Date: January 14, 2016
Type of Item: Administrative

Summary Recommendations

Staff recommends Council authorize the City Manager to execute an amendment to the October 8, 1991 Water Supply Agreement between Salt Lake City Corporation (SLC) and Park City Municipal Corporation (PCMC), in a form approved by the City Attorney.

Executive Summary

Under an existing lease agreement, PCMC currently leases Spiro Tunnel water from SLC between May 1st and October 31st. The proposed amendment to the 1991 Agreement would enlarge the period of use to year round, allowing PCMC to temporarily expand snowmaking deliveries, and consider possible options for the future use of the SLC Spiro Tunnel Water.

Acronyms

PCMC – Park City Municipal Corporation
SLC – Salt Lake City Corporation

Background

PCMC currently leases 1,000 acre feet from SLC's 36% of water originating from above the 6,600 foot point in the Spiro Tunnel between May 1st and October 31st of each year. The lease agreement was executed on October 8, 1991 and is set to expire on October 8, 2016 but it can be renewed for successive 5 year periods with the consent of PCMC and SLC. PCMC puts this water to use in its municipal water system.

Key terms of the 1991 Agreement include:

- Replaced and extended a prior lease agreement from 1980
- Lease includes 1,000 acre feet for Park City's use between May 1st and October 31st of each year for 25 years
- Term may be extended for successive 5 year periods upon written consent of both parties
- Take or pay contract (we pay whether we use the water or not)
- Annual price is \$30,250 multiplied by 55% of the prior year's Salt Lake Metropolitan per acre foot rate
- For reference, the first year's cost in 1991 was \$60,540 and the latest bill for the 2015 period was \$153,267, which represents about a 3.9% average annual increase

Analysis:

The proposed amendment to the 1991 Agreement would enlarge the period of use to year round, allowing PCMC to temporarily expand snowmaking deliveries, and consider possible options for the future use of the SLC Spiro Tunnel Water.

The proposed amendment is attached as Exhibit A for Council's review.

Key terms of draft amendment:

- Enlarges the period of use to a year round basis (subject to surplus designation from SLC)
- Extends term of 1991 agreement one year, moving the expiration date to October 31, 2017
- Winter use expires on October 31, 2017
- Terms may continue to be extended upon the written consent of both parties
- PCMC pays only for the quantity of the water used, times fifty-five percent (55%) of the current "Metropolitan Water Rate"
- All terms of the 1991 agreement remain in effect
- Park City to pay Salt Lake \$5,000
- Park City may pursue with the State Engineer a credit for the return flow of this water

Department Review:

This report has been reviewed by the City Attorney's Office and the City Manager's Office.

Alternatives:

A. Approve:

This is staff's recommended alternative. The proposed amendment to the 1991 Agreement would enlarge the period of use to year round, allowing PCMC to temporarily expand snowmaking deliveries, and consider possible options for the future use of the SLC Spiro Tunnel Water.

B. Deny:

Denying the amendment would result in PCMC not increasing snowmaking deliveries to Vail Resorts in the short term. Upon consent of SLC and PCMC, the 1991 agreement for summer use of SLC's Spiro water could be extended for successive 5 year periods.

C. Modify:

Council could request modifications to the terms of the amendment.






D. Continue the Item:

Council could continue the item. Due to momentum with between SLC and PCMC on this topic, staff does not recommend delaying this decision.

E. Do Nothing:

Council could do nothing. This option would have the same impacts as continuing and could potential delay even longer as staff determines Council's position on this topic.

Significant Impacts:

	World Class Multi-Seasonal Resort Destination (Economic Impact)	Preserving & Enhancing the Natural Environment (Environmental Impact)	An Inclusive Community of Diverse Economic & Cultural Opportunities (Social Equity Impact)	Responsive, Cutting-Edge & Effective Government
Which Desired Outcomes might the Recommended Action Impact?	+ Multi-seasonal destination for recreational opportunities	+ Adequate and reliable water supply		
Assessment of Overall Impact on Council Priority (Quality of Life Impact)	Positive 	Positive 	Neutral 	Neutral 
Comments:				

Funding Source:

Costs will be passed onto the user of the water. The cost of preparing and executing the addendum is included in the current approved water operations budget.

Consequences of not taking the recommended action:

SLC and PCMC are in productive discussions regarding SLC's Spiro water. Denying or delaying the amendment would result in PCMC not increasing snowmaking deliveries to Vail Resorts in the short term. Upon consent of SLC and PCMC, the 1991 agreement for summer use of SLC's Spiro water could be extended for successive 5 year periods.

Recommendation:

Staff recommends Council authorize the City Manager to execute an amendment to the October 8, 1991 Water Supply Agreement between Salt Lake City Corporation and Park City Municipal Corporation, in a form approved by the City Attorney.

Exhibits

Exhibit A – Draft Amendment to the October, 1991 Water Supply Agreement between Park City Municipal Corporation and Salt Lake City Corporation regarding the lease of Spiro Tunnel water

EXHIBIT A

DRAFT AMENDMENT TO WATER SUPPLY AGREEMENT

THIS AMENDMENT TO WATER SUPPLY AGREEMENT (this "Amendment"), made and entered into as of _____ 2015, by and between SALT LAKE CITY CORPORATION, a municipal corporation of the State of Utah (the "City"), and PARK CITY WATER SERVICE DISTRICT, a special service district organized and existing pursuant to the laws of the State of Utah (the "District"),

WITNESSETH:

WHEREAS, the City owns the right to divert and beneficially use a portion of the water emanating from the Spiro Tunnel, situated in Park City, Utah (the "Spiro Tunnel"), which water, as more particularly described below, is referred to herein as the "City Spiro Tunnel Water;" and

WHEREAS, the City and Park City Municipal Corporation, a municipal corporation of the State of Utah ("Park City"), have heretofore entered into that certain Water Supply Agreement, dated as of October 8, 1991 (the "1991 Agreement"), pursuant to which the City agreed to make available to Park City, and Park City agreed to pay for, the right to use a portion of the City Spiro Tunnel Water from May 1 through October 31 provided such water was surplus to the City's needs; and

WHEREAS, Park City has assigned all of its rights in the 1991 Agreement to the District; and

WHEREAS, the term of the 1991 Agreement is due to expire in 2016 and the City has determined that it would be in its best interests to extend the term of the 1991 Agreement and to enlarge the authorized period of use to give interested parties sufficient time to consider possible options for the future use of the City Spiro Tunnel Water; and

WHEREAS, the District has proposed to the City that it be allowed to utilize the City Spiro Tunnel Water on a year around basis; and

WHEREAS, the City has determined that the District is uniquely qualified to beneficially use an additional quantity of the City Spiro Tunnel Water by allowing an extended period of use to include the non-irrigation season of November 1 through April 30, in addition to the irrigation season use allowed by the 1991 Agreement consistent with the City's desired use of the City Spiro Tunnel Water; and

WHEREAS, the City anticipates that the additional quantity of City Spiro Tunnel Water to be made available to the District hereunder will be surplus to the City's obligations under other existing water supply agreements described below, and to the requirements of the City and its inhabitants, and will be available to the District under authority of the provisions of Section 10-8-14, Utah Code Annotated, 1953;

NOW, THEREFORE, for and in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. Description of City Spiro Tunnel Water.

(a) The City's rights in the City Spiro Tunnel Water are identified as approved Change Application No. a-11817 (35 Area) in the Office of the Utah Division of Water Rights, and are described and adjudicated in that certain Amended Judgment of the Third Judicial District Court of the State of Utah, in and for Salt Lake County, Utah, dated April 8, 1974, in Salt Lake City v. United Park City Mines, Civil No. 148,376 (the "Judgment"), which in turn is based on that certain Agreement, dated March 20, 1974, among the City (plaintiff in the lawsuit), United Park City Mines (defendant in the lawsuit), and Greater Park City Company (the "Settlement Agreement"), and the related Stipulation For Amended Judgment signed by counsel for the litigants April 4, 1974. Pursuant to the Judgment, the City was awarded the right to use sixty percent (60%) of all of the waters flowing through and from the Spiro Tunnel which are intercepted and collected by means of the tunnel's then existing connected underground workings beyond the first 6600 feet thereof. Such waters are referred to herein as the "Spiro Tunnel Flow," and the City's 60% share of such Spiro Tunnel Flow is referred to herein as the "City Spiro Tunnel Water."

(b) Pursuant to the 1991 Agreement, and for the term specified therein, the City has agreed to sell to Park City one thousand (1000) acre-feet of water from the City Spiro Tunnel Water, from May 1 through October 31 of each year.

(c) Pursuant to a Water Exchange Agreement, dated as June 21, 1993, between the City and Greater Park City Company, the City has conveyed to Greater Park City Company, by water right deed, forty percent (40%) of the City Spiro Tunnel Water, in exchange for certain rights to water emanating from the Ontario Drain Tunnel.

(d) The City has entered into a Water Supply Agreement with Robert D. and Shirley M. Irvine, dated June 27, 1994 (the "1994 Irvine Contract"), providing for the sale by the City to Robert and Shirley Irvine of ten (10) acre feet per year of the City Spiro Tunnel Water.

(e) The City has entered into a Water Supply Agreement with Richard A. Christenson, dated March 14, 2001 (the "2001 Christenson Contract"), providing for the sale by the City to Mr. Christenson of twenty (20) acre feet per year of the City Spiro Tunnel Water.

(f) Taking into account subparagraphs (a) through (e) above, the water available to be sold to the District pursuant to this Amendment from May 1 to the following October 31 is summarized as follows ("Available City Spiro Tunnel Summer Water"):

(1) the City Spiro Tunnel Water (or 60% of the Spiro Tunnel Flow), **less**

(2) the portion of the City Spiro Tunnel Water conveyed to Greater Park City Company, consisting of 40% of the City Spiro Tunnel Water (or 24% of the Spiro Tunnel Flow), **resulting in**

(3) 60% of the City Spiro Tunnel Water (or 36% of the Spiro Tunnel Flow), **less**

(4) ten (10) acre-feet per year, pursuant to the 1994 Irvine Contact, **less**

(5) twenty (20) acre-feet per year, pursuant to the 2001 Christenson Contract, and less

(6) the quantity of water already available under the 1991 Agreement during the irrigation season.

(g) Taking into account subparagraphs (a) and (c) through (e) above, during the period from and including November 1 of each year, to and including April 30 of the following year (such period being referred to hereinafter as the “Winter Season”), the water available to be sold to the District is equal to sixty percent (60%) of the City Spiro Tunnel Water (or thirty-six percent (36%) of the Spiro Tunnel Flow), less the water already under contract as specified in subparagraphs (c) through (e) above, such additional water made available to the District by this Amendment to be referred to as (the “Available City Spiro Tunnel Winter Water”).

2. Available City Spiro Tunnel Water.

(a) For the price and on the terms and conditions hereinafter specified, the City agrees to make available to the District, and the District agrees to pay for the quantity of water used from the Available City Spiro Tunnel Summer Water to be made available during the period from and including May 1 of each year through October 31 of the following year, as further provided herein.

(b) For the price and on the terms and conditions hereinafter specified, the City agrees to make available to the District, and the District agrees to pay for the quantity of water used from the Available City Spiro Tunnel Winter Water to be made available during the period from and including November 1 of each year through April 30 of the following year, as further provided herein.

(c) This Amendment shall be subordinate to all prior water supply agreements entered into by the City with respect to the City Spiro Tunnel Water, and in times of shortage the District shall reduce its diversions hereunder as and to the extent necessary to satisfy the full demands for City Spiro Tunnel Water under all referenced water supply agreements.

3. Term. The term of this Amendment shall take effect upon recordation by the Salt Lake City Recorder, and shall end on October 31, 2017; provided, however, that the term may be extended upon the written consent of both parties.

4. Payment for All Available City Spiro Tunnel Water.

(a) For all Available City Spiro Tunnel Water, the District agrees to pay to the City on a monthly basis for the quantity of the water used, times fifty-five percent (55%) of the current "Metropolitan Water Rate."

(b) Payment of the Monthly Payments must be received by City within thirty (30) days from the stated due dates. Any payments not received within such thirty (30) days shall bear interest from the original due date, until paid, at the interest rate of ten percent (10%) per annum. Failure to make any required payment for a period of three (3) months shall result in the automatic termination of this Amendment, and the City shall thereafter have no obligation to make water available to the District, without liability to City or further notice to the District. In such event, the District's right to use of any Available Spiro Tunnel Winter Water based upon this Amendment shall terminate and shall cease, and the District shall, at the City's request, and at the District's expense, file with the Utah State Engineer forthwith a written withdrawal of any application in the office of the Utah State Engineer to divert or use water pursuant to this Amendment.

5. Surplus Water; First Right of Refusal; Physical Availability. The Available City Spiro Tunnel Winter Water may be diverted and used by the District only in the amount and to the extent the same is surplus to the use requirements of the City and its inhabitants, as the City shall determine as authorized under Section 10-8-14, Utah Annotated, 1953, as amended, and not prohibited by Article XI, Section 6, of the Utah Constitution. It is expressly understood and agreed that the City's obligation to make water available to the District hereunder shall at all times be limited to such quantities, if any, City determines to be surplus to its requirements and the requirements of its inhabitants. Furthermore, the Available City Spiro Tunnel Winter Water hereunder may be subject to the first right of refusal held by United Park City Mines. The City does not guarantee the physical availability of any of the Available City Spiro Tunnel Winter Water to the District, such physical availability being subject to shortages resulting from drought, acts of God, and conditions beyond the control of the City, nor does the City agree, in the event of any such shortage or unavailability, to replace such quantity of water from other sources. If a downstream water user asserts an interest in the water that makes the Available City Spiro Tunnel Winter Water unavailable to the District for more than one year, the City may terminate this Amendment on thirty (30) days' notice to the District.

6. No Effect on Water Supplied Under 1991 Agreement. Nothing in this Amendment is intended to change, limit or otherwise affect the District's ability to use the 1000 ac-ft of water from the City Spiro Tunnel Water during the irrigation season of May 1 through October 31 of each year under the 1991 Agreement, until the termination date of the 1991 Agreement, which is established under this Amendment as October 31, 2017, unless extended under Paragraph 3 of this Amendment. Except to the extent amended by this Amendment all other terms and conditions of the 1991 Agreement remain in full force and effect, and the 1991 Agreement is hereby ratified and confirmed. As additional consideration for the extension of the term of the 1991 Agreement pursuant to this Amendment, the District agrees to pay the City \$5,000 (five

thousand dollars), which sum is in addition to the payment for the Available Spiro Tunnel Winter Water in accordance with Paragraph 4 hereof, and shall be paid in currently negotiable funds on the effective date of this Amendment.

7. Delivery of Water. Subject to the foregoing provisions, City shall make the Available City Spiro Tunnel Winter Water available to the District, and the District may divert such Available City Spiro Tunnel Winter Water, at such place or places as are consistent with the provisions of the Settlement Agreement. The District shall have the obligation to make and maintain, in the City's name and with the City's prior written approval, and at the sole expense of the District, all necessary arrangements with the Utah State Engineer, for use of such water.

8. Facilities of the District.

(a) Prior to taking any water hereunder, the District shall operate and maintain its own diversion works, measuring devices, meters and other facilities necessary to measure the Spiro Tunnel Flow within the tunnel, without cost or obligation to the City. Such facilities, including measuring devices or meters, shall be installed to meet industry standards, and any modification or new installation shall be subject to City's prior review and approval, which approval will not be unreasonable delayed, conditioned or withheld. The District agrees not to use any of said water that has not passed through the required measuring and recording devices.

(b) The City will upon no less than 24 hours notice be provided with complete access to said facilities, subject only to reasonable safety and security precautions.

9. Compliance with Settlement Agreement. The District shall perform, at its expense, all duties of the City set forth in the Settlement Agreement to the extent the same relate to the physical use, measurement, or transportation of water, or maintenance of the Spiro Tunnel; provided that any decisions requiring the exercise of discretion shall be made solely by the City. Notwithstanding the foregoing, and as between the District and the City, the District shall have no obligation to repair or restore the Spiro Tunnel in the event of the collapse thereof, unless such collapse is caused by the District.

10. Reuse or Credit. The Parties acknowledge that to the extent this Available City Spiro Tunnel Winter Water is used for snowmaking, that only 15 to 20% of the water so used in the form of man-made snow is consumed or lost to sublimation. The remaining 80 to 85% of the water will become snow melt runoff and create return flow. The District will file, in its sole discretion and at its own expense and subject to Paragraph 4(b) of this Amendment, a change application with the office of the Utah State Engineer for the purpose of creating an approved use of such return flow within the District's delivery system. City agrees to cooperate with the District in the prosecution of the change application, including any administrative or judicial appeals, and to provide to District information in City's possession which is relevant to the prosecution of the change application. The status of the change application filed by the District will not affect the District's obligation to pay for water under this Amendment, provided, however, that any water available to the District under an approved change application shall not be a part of the Available City Spiro Tunnel Winter Water.

11. Default.

(a) If the District should violate any of the provisions of this Amendment, other than for payment as provided in paragraph 4 above, the City may serve written notice upon the District such default, and the District shall cure such default within sixty (60) days after the serving of such notice. In the event the District fails to cure such default within such sixty (60) day period, this Amendment and the 1991 Agreement shall automatically terminate, and the City shall have no obligation to make water available to the District, without liability to City or further notice to the District. In such event, the District's right to use of any Spiro Tunnel Water based upon this Amendment or the 1991 Agreement shall terminate and shall cease, and the District shall, at the City's request, and at the District's expense, file with the Utah State Engineer forthwith a written withdrawal of any application in the office of the Utah State Engineer to divert or use water pursuant to this Amendment or the 1991 Agreement.

(b) Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Amendment or the 1991 Agreement shall not be construed to be a modification of the terms of this Amendment or the 1991 Agreement, unless stated to be such in writing.

(c) The rights and remedies of the City provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

13. Quality of Water. The District agrees to receive all Spiro Tunnel Water "as is," with no representations by the City as to quality or purity. The City shall be under no obligation whatsoever to render said water fit or suitable for human consumption or other uses contemplated by the District or others.

14. Assignment Limited--Successors and Assigns Obligated. The provisions of this Amendment shall apply to and bind the successors and assigns of the parties hereto, but no attempt to assign or transfer this Amendment or the obligations or benefits hereunder shall be valid unless such assignment is approved in writing by both parties. This limitation shall not prevent the District from delivering or selling the water purchased hereunder to its water customers. It is the intent of the City that only the District or Park City may be a party to this Agreement. The Parties agree that it will not be unreasonable for the City to deny any request from the District to assigns rights hereunder to another entity.

15. Notice to United Park City Mines. Upon the District's execution of this Agreement, the City shall promptly notify United Park City Mines in writing of the City's intent to make available to the District the Available City Spiro Tunnel Winter Water under the terms of this Agreement, in accordance with paragraph 11 of the Settlement Agreement. This Amendment shall not become effective if United Park City Mines asserts its right to purchase the water covered by paragraph 11 of the Settlement Agreement. If United Park City Mines fails to assert its right to purchase the water within thirty (30) after receipt of the notice or informs the City that it will not assert such right, this Amendment shall become effective.

16. Notice to Parties. Any notice required to be given to the parties hereunder shall be sufficiently given when sent by registered or certified mail addressed to

The District:

Park City Water Service District
Attention: Public Utilities Director
1050 Ironhorse
P.O. Box 1480
Park City, Utah 84060

Park City Municipal Corporation
Attention: City Recorder
445 Marsac Avenue
P.O. Box 1480
Park City, Utah 84060

The City:

Salt Lake City Corporation
Attention: City Recorder, Room 415
451 South State Street
Salt Lake City, Utah 84111

with a copy to:

Salt Lake City Director of Public Utilities
1530 South West Temple
Salt Lake City, Utah 84115

or such other address as may be communicated by the respective parties to the other in writing from time to time. Notice shall be effective as of the date on which the same is deposited in the United States mail or upon the actual receipt thereof if delivered other than by mail.

17. Hold Harmless. The District agrees to indemnify save harmless and defend the City, its agents and employees, from and against any and all claims, demands, causes of action, loss, cost or expense¹ or other liabilities, including attorney's fees, for damages to property and injury or death to persons which may arise out of the construction and maintenance of facilities to obtain the water furnished hereunder and/or the District's use of said facilities or use of water obtained hereunder, including, but not by way of limitation, payments made under worker's compensation laws.

18. Entire Agreement. This Amendment embodies the entire agreement between the parties and it cannot be altered except through a written instrument which is signed by both parties.

19. Interpretation and Enforcement of Agreement. This Amendment shall be interpreted under the laws of the State of Utah and enforced only in the Federal or State District Courts located in Salt Lake City, Utah.

20. Representations Regarding Ethical Standards For Salt Lake City Officers And Employees And Former Salt Lake City Officers and Employees. The District represents that it has not (1) provided an illegal gift or payoff to a City officer or employee or former City officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, or brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a City officer or employee or former City officer or employee to breach any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed as of the day and year first above written.

SALT LAKE CITY CORPORATION

By _____
Director, Department of Public Utilities

ATTEST:

SALT LAKE CITY RECORDER

PARK CITY WATER SERVICE DISTRICT

By _____
Its _____



DATE: January 14, 2016

TO HONORABLE MAYOR AND COUNCIL

Professional Services Contract for Pedestrian Management and Personnel Operations during the Sundance Film Festival for 2016, 2017 and 2018 in an amount not to exceed \$105,000, other the three year period in a form approved by the City Attorney

Respectfully:

Tommy Youngblood, Events Coordinator

City Council Staff Report



Subject: Contract for Pedestrian Management and Personnel Operations during the Sundance Film Festival for 2016, 2017 and 2018 in an amount not to exceed \$105,000

Author: Tommy Youngblood

Department: Sustainability/Special Events

Date: January 14, 2016

Type of Item: Administrative

Summary Recommendations:

Authorize the City Manager to enter into a Professional Services Agreement with Contemporary Services Corporation (CSC) for Pedestrian Management services related to the Sundance Film Festival, in the amount not to exceed \$105,000 over a three year period, from 2016, 2017, 2018, in a form approved by the City Attorney.

Topic/Description:

Professional Services Agreement with Contemporary Services Corporation (CSC) for Pedestrian Management services related to the Sundance Film Festival in the amount not to exceed of \$105,000 over the three year period 2016, 2017, 2018 in a form approved by the City Attorney.

Background:

During the 2005 Sundance Film Festival, staff identified the need to assist pedestrian and vehicular traffic at Heber Ave. and Main Street. From 2006 – 2009, these positions were staffed with City employees and specific hires for the events. In debriefs from 2009, staff concluded that it would be more manageable and economically viable to contract out the management services for this work. Since 2010, PCMC has contracted with CSC for these services. In that time, staff has increased the hours of operation and added additional locations to the management plan to further assist traffic and pedestrian flow and to ease congestion.

Based on the past actions and looking to future requirements, staff finds that entering into a multi-year agreement would benefit the City operationally and fiscally as well as continuing to improve the safety and convenience for Main Street visitors during the Sundance Film Festival timeframe.

Year	Total Cost
2010	12,066
2011	11,714
2012	14,011
2013	14,065
2014	22,353
2015	31,603
2016 (estimated)	33,810
2017 (*projected)	34,487
2018 (*projected)	35,176

Analysis:

Staff issued an RFP in December 2015 for provision of these services and received one response – Contemporary Services Corporation or CSC. A committee of individuals from Special Events & Sustainability Departments evaluated the responses.

Respondents were asked to provide a summary of proposed burdened labor and total service cost for Sundance 2016, which is shown below:

Responses to RFP Provider & Costs (\$)	Pedestrian Personnel	Supervisor	Estimated Cost 2016	Total Event Cost 2016 , 2017 & 2016
Contemporary Services Corporation	\$ 20.28 (per hr.)	\$ 22.88 (per hr.)	\$ 33,810	\$ 103,473

Based on the quality of CSC's proposal and experience of key positions with previous experience during the Festival, most of whom have worked this event since the original contract in 2011, the committee selected Contemporary Services Corporation.

Staff finds that throughout that time CSC has demonstrated professionalism and a willingness to adapt to the needs of Park City staff and the general public requests. The CSC personnel deliver quality service and provide a valued enhancement to the day-to-day operation of Main Street during the Festival.

Department Review:

This report has been reviewed by Special Events & Sustainability Departments and the City Attorney's office.

Alternatives:

- A. **Approve:** Authorize staff to enter a three year contract with Contemporary Services Corporation for pedestrian management services in an annual amount not to exceed \$105,000 for the duration of the contract.
- B. **Deny:** This action would require staff to attempt to find other means to properly manage Main Street pedestrian and traffic flow for Sundance Film Festival for the term of the requested period.
- C. **Modify:** This action could be used if Council determined alternate action is needed.
- D. **Continue the Item:** Delaying the item could result in impacts to managing Main Street pedestrian and traffic flow for Sundance Film Festival for the term of the requested period.
- E. **Do Nothing:** This option could result in the inability for Staff to properly manage Main Street pedestrian and traffic flow for Sundance Film Festival for the term of the requested period.

Significant Impacts:

Which Desired Outcomes might the Recommended Action Impact?	<div>+ Balance between tourism and local quality of life</div> <div>+ Accessibility during peak seasonal times</div> <div>+ Safe community that is w alkable and bike-able</div> <div>(+/-) (Select Desired Outcome)</div> <div>(+/-) (Select Desired Outcome)</div> <div>(+/-) (Select Desired Outcome)</div> <div>(+/-) (Select Desired Outcome)</div> <div>(+/-) (Select Desired Outcome)</div>	<div>(+/-) (Select Desired Outcome)</div> <div>(+/-) (Select Desired Outcome)</div> <div>(+/-) (Select Desired Outcome)</div> <div>(+/-) (Select Desired Outcome)</div> <div>(+/-) (Select Desired Outcome)</div> <div>(+/-) (Select Desired Outcome)</div>	<div>+ Jobs paying a living wage</div> <div>+ Shared use of Main Street by locals and visitors</div> <div>(+/-) (Select Desired Outcome)</div> <div>(+/-) (Select Desired Outcome)</div> <div>(+/-) (Select Desired Outcome)</div> <div>(+/-) (Select Desired Outcome)</div> <div><div></div>(+/-) (Select Desired Outcome)</div>	<div>+ Fiscally and legally sound</div> <div>+ Engaged, capable workforce</div> <div>+ Engaged and informed citizenry</div> <div>+ Streamlined and flexible operating processes</div> <div>+ Ease of access to desired information for citizens and visitors</div> <div>(+/-) (Select Desired Outcome)</div> <div>(+/-) (Select Desired Outcome)</div>
Assessment of Overall Impact on Council Priority (Quality of Life Impact)	Positive <div><div></div></div>	Neutral <div><div></div></div>	Positive <div><div></div></div>	Positive <div><div></div></div>
Comments:				

Funding Source:

The project is budgeted, approved, and funded within Special Events Budget - Operation Line Item GL code 011-40101-05856-000-100

Consequences of not taking the recommended action:

This action would require staff to attempt to find other means to properly manage Main Street pedestrian and traffic flow for Sundance Film Festival for the term of the requested period.

Recommendation:

The Council should consider authorizing the City Manager to sign a Professional Services Agreement with Contemporary Services Corporation (CSC) for Pedestrian Management services related to the Sundance Film Festival in the amount not to exceed of \$105,000, over the three year period 2016, 2017, 2018, in a form approved by the City Attorney.

Exhibits:

Exhibit A – Scope of Services

Exhibit B – Exceptions and Proposed Additional Terms

Exhibit C - Additional Information from Proposal

Exhibit A

SCOPE OF SERVICES

A successful applicant will provide personnel to assist with the Pedestrian Management Plan implemented by Park City Municipal Corporation during the Sundance Film Festival on the schedule attached for 2016, 2017 and 2018. A successful Applicant will:

- *Applicants must meet all Park City Municipal Insurance Requirements*
- *Applicants must meet all Federal and State Employer Requirements*
- *Applicants must include all expected equipment costs in bid*
- *Applicants must include all overtime rates and miscellaneous costs in bid*
- *Applicants must include all cost for personnel hourly rates*
- *Applicants must include all costs and explanations of costs of any management or administrative fees*
- *Safety Vests must be worn by applicants employees at all times while on duty*
- *Applicant must supply lighted wands/baton for each employee on duty*
- *A 2-hour mandatory pre-event training meeting is required for all pedestrian management personnel hired by Applicant with Park City Municipal staff paid as regular time to management personnel.*

YEAR	DATES
2016	Jan 21 - Jan 31
2017	Jan 19 - Jan 29
2018	Jan 18 - Jan 28

Required Work Schedule: 2016, 2017, 2018

CSC Pedestrian Management Schedule - 2016		
All locations and times Subject to Change		
First Thursday of Festival		
Location	Hours	Number of Employees
Swede Alley at base of Transit Center stairs	11:00am-12:00am	2
Main Street/Heber Avenue Intersection	11:00am-12:00am	5
7th Street and Main Intersection	11:00am-12:00am	3
5th Street and Main	11:00am-12:00am	3
Supervisor / Admin position	11:00am-12:00am	1
Total Hours & Employees	13 Hrs. per position per day/ 182 man-hours per day	14
First Friday of Festival		
Location	Hours	Number of Employees
Swede Alley at base of Transit Center stairs	11:00am-12:00am	2
Main Street/Heber Avenue Intersection	11:00am-12:00am	5
7th Street and Main Intersection	11:00am-12:00am	3
5th Street and Main**	11:00am-12:00am	3
Supervisor / Admin position	11:00am-12:00am	1
Total Hours & Employees	13 Hrs. per position per day/ 182 man-hours per day	14

First Saturday of Festival		
Location	Hours	Number of Employees
Swede Alley at base of Transit Center stairs	11:00am-12:00am	2
Main Street/Heber Avenue Intersection	11:00am-12:00am	5
7th Street and Main Intersection	11:00am-12:00am	3
5th Street and Main**	11:00am-12:00am	3
Supervisor / Admin position	11:00am-12:00am	1
Total Hours & Employees	13 Hrs. per position per day/ 182 man-hours per day	14
First Sunday of Festival		
Location	Hours	Number of Employees
Swede Alley at base of Transit Center stairs	11:00am-12:00am	2
Main Street/Heber Avenue Intersection	11:00am-12:00am	5
7th Street and Main Intersection	11:00am-12:00am	3
5th Street and Main**	11:00am-12:00am	3
Supervisor / Admin position	11:00am-12:00am	1
Total Hours & Employees	13 Hrs. per position per day/ 182 man-hours per day	14
<i>Required Work Schedule (Cont.):</i>		
First Monday of Festival		
Location	Hours	Number of Employees
Swede Alley at base of Transit Center stairs	11:00am-10:00pm	2
Main Street/Heber Avenue Intersection	11:00am-10:00pm	5
7th Street and Main Intersection	11:00am-10:00pm	3
5th Street and Main	11:00am-10:00pm	3
Supervisor / Admin position	11:00am-10:00pm	1
Total Hours & Employees	11 Hrs. per position per day/ 154 man-hours per day	14
First Tuesday of Festival		
Location	Hours	Number of Employees
Swede Alley at base of Transit Center stairs	11:00am-10:00pm	2
Main Street/Heber Avenue Intersection	11:00am-10:00pm	5
7th Street and Main Intersection	11:00am-10:00pm	3
5th Street and Main	11:00am-10:00pm	3
Supervisor / Admin position	11:00am-10:00pm	1
Total Hours & Employees	11 Hrs. per position per day/ 154 man-hours per day	14
First Wednesday of Festival		
Location	Hours	Number of Employees
Swede Alley at base of Transit Center stairs	11:00am-10:00pm	2

Main Street/Heber A	<i>Required Work Schedule (Cont.):</i>	5
7th Street and Main intersection	11:00am-10:00pm	3
5th Street and Main	11:00am-10:00pm	3
Supervisor / Admin position	11:00am-10:00pm	1
Total Hours & Employees	11 Hrs. per position per day/ 154 man-hours per day	14
Second Thursday of Festival		
Location	Hours	Number of Employees
Swede Alley at base of Transit Center stairs	11:00am-10:00pm	2
Main Street/Heber Avenue Intersection	11:00am-10:00pm	5
7th Street and Main Intersection	11:00am-10:00pm	3
5th Street and Main	11:00am-10:00pm	3
Supervisor / Admin position	11:00am-10:00pm	1
Total Hours & Employees	11 Hrs. per position per day/ 154 man-hours per day	14
Second Friday of Festival		
Location	Hours	Number of Employees
Swede Alley at base of Transit Center stairs	11:00am-10:00pm	2
Main Street/Heber Avenue Intersection	11:00am-10:00pm	5
7th Street and Main Intersection	11:00am-10:00pm	3
5th Street and Main	11:00am-10:00pm	3
Supervisor / Admin position	11:00am-10:00pm	1
Total Hours & Employees	11 Hrs. per position per day/ 154 man-hours per day	14
Second Saturday of Festival		
Location	Hours	Number of Employees
Swede Alley at base of Transit Center stairs	11:00am-10:00pm	2
Main Street/Heber Avenue Intersection	11:00am-10:00pm	5
7th Street and Main Intersection	11:00am-10:00pm	3
5th Street and Main	11:00am-10:00pm	3
Supervisor / Admin position	11:00am-10:00pm	1
Total Hours & Employees	11 Hrs. per position per day/ 154 man-hours per day	14
Total Hours	Thru - Sun 728 Hrs. Mon - Sat 924 Hrs. Total - 1652 Hours	

PAYMENT SCHEDULE FOR “EXTRA” WORK

Any additional personnel, equipment or costs required to perform PROJECT will be included into bid.

If additional personnel or equipment are requested by Park City, the costs will be pre-approved by the Park City Special Events Department which shall not exceed the amount allowed under Scope of Services

Provider & Costs (\$)	Pedestrian Personnel for 2016	Supervisor Cost for 2016	Estimated Cost Total 2016	Total Event Cost 2016 , 2017 & 2016
Contemporary Services Corporation	\$ 20.28 (per hr.)	\$ 22.88 (per hr.)	\$ 33,810	\$ 103,473

APPENDIX

PAGE

A1	A. Exceptions and Proposed Additional Terms
A7	B. Sample Certificate of Insurance



A. EXCEPTIONS AND PROPOSED ADDITIONAL TERMS

The following serves as Contemporary Services Corporation's (CSC) Exceptions to that request for Request for Proposal for Pedestrian Management and Personnel Operation during the Sundance Film Festival for 2016, 2017 and 2018 for the Park City Municipal Corporation (City).

Deletions to the text of the RFP are noted with a strikethrough. Additions to the text of the RFP are noted by italicized and underlined text. Explanations for revisions or clarifications are noted in italicized text. Text not referred to or included herein is deemed acceptable and unmodified.

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4. RECORDS AND INSPECTIONS

* * *

C. The Service Provider shall, at such times and in such form as the City may require, make available for examination by the City, its authorized representatives, the State Auditor, or other governmental officials authorized by law to monitor this Agreement all such books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement. The Service Provider shall permit the City or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The City may, at its discretion, conduct an audit at its expense, using its own or outside auditors, of the Service Provider's activities, which relate directly or indirectly to this Agreement.

Notwithstanding this provision, however, City acknowledges and agrees that materials, reports, and other documentation of any kind generated with the ordinary course and scope of CSC's business operations (including but not limited to event file documentation, incident reports, personnel files, etc.), and communications and documents are subject to attorney-client privilege and attorney work product privileges and as such the ownership of such materials remains with CSC.

CSC respectfully requests that the language above be added to this provision, to ensure that documentation prepared in the ordinary course and scope of its business operations remain its business records. This practice would be consistent with the maintenance of CSC's independent contractor relationship with the City. With respect to Incident Reports, CSC takes the position that these reports are generated at the direction of counsel in anticipation of litigation, and as such, are protected by the attorney-client privilege. In order to maintain the privileged nature of the Incident Reports, CSC must retain control and ownership of this documentation.

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7. HOLD HARMLESS INDEMNIFICATION

A. The Service Provider shall indemnify and hold the City and its agents, employees, and officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of ~~whatsoever kind or nature~~, brought against the City arising out of, in connection with, ~~or incident to the execution of this Agreement and/or the Service Provider's~~ negligent or willful misconduct in the defective performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Service Provider; and provided further, that nothing herein shall require the Service Provider to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers or the independent acts of third parties not affiliated with Service Provider. The Service Provider expressly agrees that the indemnification provided herein constitutes the Service Provider's limited waiver of immunity as an employer under Utah Code Section 34A-2-105; provided, however, this waiver shall apply only to the extent an employee of Service Provider claims or recovers compensation from the City for a loss or injury that Service Provider would be obligated to indemnify the City for under this Agreement. This limited waiver has been mutually negotiated by the parties, and is expressly made effective only for the purposes of this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.

CSC respectfully requests the foregoing changes. CSC believes that indemnification should be tied to a level of culpable conduct for which CSC should, in fairness, be held responsible. CSC should not be responsible for the sole negligence or willful misconduct on the part of the City or that of third parties that are not associated with CSC.

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8. INSURANCE

* * *

B. Automobile Liability insurance with limits no less than ~~two~~ one million dollars (\$~~21,000,000~~) combined single limit per accident for bodily injury and property damage.

* * *

D. The City shall be named as an additional insured on general liability and auto liability insurance policies subject and limited to Service Provider's Indemnification Obligations and other terms and conditions of this Agreement ~~as respect to work performed by or on behalf of the Service Provider~~ and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance. The Certificate of insurance shall warrant that, should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. ~~The City reserves the right to request certified copies of any required policies.~~

CSC respectfully requests the foregoing changes. CSC's current auto policy has a one million dollar limit. Further, CSC's insurer requires that any agreement to list other parties as additional insured on CSC's policies must be subject to the indemnification provisions of that agreement. CSC agrees to provide the City with certificates of insurance for proof of its coverages.

RFP Page 16

7.2 INSURANCE ENDORSEMENTS:

The City shall be listed as an Additional Insured on the Commercial Liability and Automobile Liability policies subject and limited to Contractor's Indemnification Obligations and other terms and conditions of this Agreement. ~~A waiver of subrogation must be granted in favor of the City for all policies.~~ Contractor's insurance coverage must be primary and non-contributory for all policies. A 30 day notice of cancellation or material changes must be provided to the City for all policies.

CSC respectfully requests the foregoing changes. CSC's insurer requires that any agreement to list other parties as additional insured on CSC's policies must be subject to the indemnification provisions of that agreement. Further, CSC is not able to waive subrogation as to its worker's compensation policy under the terms of its current policy coverages.

ADDITIONAL TERMS PROPOSED BY SERVICE PROVIDER

The following represent additional terms proposed by CSC for inclusion in a final agreement with the City. CSC recognizes that all terms would be subject to further negotiations or that entirely different terms may be proposed by the City should it be selected and is merely forwarding these terms as a potential starting point for such negotiations if any:

1. At least one (1) week prior to the first day of an Event for which Services will be necessary, CITY shall provide to CONTRACTOR a written job order that includes the number and classifications of personnel requested and the time periods for which they will be needed. If CITY does not provide such timely notice, CONTRACTOR shall make best efforts to provide the requested personnel for the Event; however, CONTRACTOR's inability to do so shall not be a breach of this Agreement.

2. Staffing levels and specific posts will be determined by CITY following consultation with CONTRACTOR. CITY shall have the final decision as to the number of CONTRACTOR's personnel to be used and the deployment (i.e., placement at the Job Site). CITY agrees that for all requests for CONTRACTOR personnel: (i) at least one Supervisor shall be ordered and such Supervisor shall act as the Event Coordinator where the personnel request is for less than ten (10) personnel; (ii) for any event where ten (10) or more personnel are requested, an Event Coordinator shall be ordered; and, (iii) for every ten (10) CONTRACTOR personnel requested, a minimum of one (1) Supervisor shall be ordered. The Event Coordinator and Supervisors shall not be assigned or included in the fixed postposition order.

3. All payments made by CITY to CONTRACTOR should be remitted as follows:

If by mail to: Contemporary Services Corporation
PO Box 511282
Los Angeles, CA 90051-7837

If Via overnight/Fed Ex to: US Bank c/o lockbox 511282
Attn: Wholesale Lockbox
16420 Valley View Avenue
La Mirada, CA 90638

If payment is not received within thirty (30) days, one and one-half percent per month interest shall be added. CITY shall pay all collection expenses, including attorney's fees, whether or not suit is filed.

4. CITY shall pay one and one-half (1.5) times the rates for services provided on New Year's Day, Martin Luther King's Birthday, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day and New Year's Eve. If an employee works more than forty (40) hours per week, overtime hours shall be paid at one and one half (1.5) times the rates or as otherwise required by applicable laws. If an employee works in excess of four hours, such excess shall be paid in fifteen-minute increments. Should CITY provide less than twenty-four (24) hours notice of changes in its manpower requirements, such changes shall be paid at one and one-half (1.5) times the rates. Should CITY cancel any or all of its manpower requests less than twenty-four (24) hours prior to reporting time, CITY shall pay at the regular rate for each canceled employee as if such employee had worked four (4) hours.

5. If State, Federal, local City or County Minimum Wage Standards, applicable Living Wages, governmentally mandated health benefits payments or related levies or taxes or the like are increased or levied, as the case may be, against CONTRACTOR during this Agreement, the rates paid to CONTRACTOR by CITY shall be adjusted by any such increase, levy, payments or taxes, times 1.4 to reflect the increase in minimum wages and/or related benefits payments, levies or taxes.

6. CITY understands the time and expense CONTRACTOR incurs to recruit and train personnel. CITY shall not solicit, offer to hire, or hire, CONTRACTOR's employees (defined as anyone employed by CONTRACTOR during this Agreement or within one (1) year prior to such solicitation, offering or hiring, whichever is longer) either during this Agreement or for one year thereafter. CITY shall be given thirty (30) days written notice of any such violation. If CITY does not fix such violation within thirty (30) days, it shall pay twenty percent (20%) of the employee's expected first year's gross earnings from CITY or five thousand dollars (\$5,000), whichever is greater. CITY further agrees not to assist or encourage any such employees to start up a business that would provide similar services to CITY or to retain or hire any such businesses during this Agreement or for one year thereafter. CONTRACTOR shall receive its attorney's fees in enforcing this paragraph.

7. SUPERVISION AND AUTHORITY

A. In order for CONTRACTOR to be effective in the delivery of Services, CONTRACTOR must manage and supervise its employees. Therefore, CONTRACTOR shall be accountable for the direct supervision of its employees. CITY shall make all requests regarding deployment, positioning, post assignments and conduct through CONTRACTOR's Event Coordinator. The Event Coordinator will be accountable for the satisfaction of such requests to the extent that such requests are consistent with Job Site policies, this Agreement and local, state and federal laws.

B. If at any time CITY feels that any employee of CONTRACTOR is not satisfactory, CITY shall notify CONTRACTOR of the reasons for its dissatisfaction with such employee verbally and in writing. CONTRACTOR shall attempt to promptly correct the employee's conduct to the satisfaction of CITY. If the employee continues to be unsatisfactory to CITY, or if the initial conduct was so egregious as to warrant dismissal, CITY may demand that CONTRACTOR cease using said employee at the Job Site. CONTRACTOR shall promptly comply with such request. CITY agrees that any requests pursuant to this paragraph shall not be based upon unlawful discrimination in regards to an employee's race, religion, national origin, age, gender, sexual orientation or disability.

8. EVENT STAFF RESPONSIBILITIES

CONTRACTOR's personnel shall be responsible for the carrying out of the written Job Site rules, regulations and policies applicable to CONTRACTOR and issued by CITY to CONTRACTOR. CONTRACTOR's personnel shall work with and assist the proper local authorities when necessary and appear in court and other proceedings as becomes necessary. CITY shall pay the hourly rate of any such CONTRACTOR personnel that attend such proceedings on behalf of or at the request of CITY or the proper local authorities, but only if such attendance is required in connection with an Event at the Job Site and if such proceeding does not involve CONTRACTOR liability.

9. EVENT REPORTING TIMES

CONTRACTOR requires time prior to an Event for the briefing and distribution of employees at the Job Site. The following reporting time requirements shall be used:

- a. Where the number of employees ordered is ten (10) or less, the reporting time shall be fifteen minutes prior to the facility opening.
- b. Where the number of employees ordered is more than ten (10) but less than fifty-one (51), the reporting time shall be thirty (30) minutes prior to the facility opening.
- c. Where the number of employees ordered is fifty-one (51) but less than one hundred (100), the reporting time shall be forty-five (45) minutes prior to the facility opening.
- d. Where the number of employees ordered is one hundred one (101) but less than two hundred (200) then the reporting time shall be one (1) hour.
- e. Where the number of employees ordered is two hundred one (201) or more, the reporting time shall be one and one-half (1-1/2) hours.

E. If a specific CONTRACTOR employee works more than forty (40) hours per week for Events covered by this Agreement and at the specific request of CITY the overtime hours shall be paid by CITY at one and one half (1 1/2) times the rates or as otherwise required by applicable law. CONTRACTOR shall not schedule its employees for overtime absent a request from CITY.

10. UNIFORMS AND EQUIPMENT

A. CONTRACTOR'S normal uniform for personnel shall be dark blue slacks and a yellow windbreaker, nylon jacket or golf shirt with the words "Event Staff" printed on the back and the CONTRACTOR's logo and an identifying number on the front. Supervisors' normal attire shall be a shirt or jacket of a different color than other personnel and shall have the word "Supervisor" on the front.

B. If CITY requests that CONTRACTOR utilize metal detection wands, CITY agrees that the effectiveness of metal detecting wand procedures is that of a visual deterrent in attempting to screen out prohibited metal objects from being brought into the Job Site. CONTRACTOR agrees to implement the requested services so as to maximize the effectiveness as intended. However, CONTRACTOR does not represent that the use of the metal detection wands shall be completely effective against any and all contraband.

C. CITY shall supply CONTRACTOR with a suitable check-in area for employee roll call, office space, and locked storage area for the exclusive use of CONTRACTOR and its employees.

D. CONTRACTOR's personnel shall be provided parking at the Job Site, or off-Job Site parking with a shuttle service to the Job Site, at no cost to CONTRACTOR or its personnel.

B. SAMPLE CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
11/24/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). If Waiver of Subrogation is applicable, it only applies to the extent allowed by law.

PRODUCER
Mesirow Insurance Services, Inc.
353 N. Clark Street
Chicago, IL 60654

CONTACT NAME: Tina Pleske

PHONE

312-595-7345

FAX (A/C, No)

312-595-8169

E-MAIL ADDRESS: tpleske@mesirrowfinancial.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Lexington Insurance Company

19437

INSURER B: Zurich American Ins. Co.

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED
Contemporary Services Corporation
17101 Superior Street
Northridge, CA 91325

COVERAGES

CERTIFICATE NUMBER: 52101

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	x	037205328	03/18/2015	03/18/2016	
	x COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$2,000,000
	CLAIMS-MADE x OCCUR					DAMAGE TO RENTED PREMISES (each occurrence) \$500,000
	x SIR					MED EXP (Any one person) \$Excluded
	GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY \$Included in Aggregate
	POLICY PROJECT x LOC					GENERAL AGGREGATE \$10,000,000
						PRODUCTS - COMP/OP AGG \$Included in Aggregate

B	AUTOMOBILE LIABILITY		BAP937666811	03/18/2015	03/18/2016	
	x ANY AUTO					COMBINED SINGLE LIMIT (Each accident) \$1,000,000
	ALL OWNED AUTOS SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	x HIRED AUTOS x NON-OWNED AUTOS					BODILY INJURY (Per accident) \$
	x Comp Ded: \$1000 x Coll Ded: \$1000					PROPERTY DAMAGE (Per accident) \$

	UMBRELLA LIAB	OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	CLAIMS-MADE				AGGREGATE \$
	DED	RETENTION \$				\$

B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WC930778712 (All States) WC930783012 (W/M/A)	03/18/2015	03/18/2016	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A			x WC STATUTORY LIMIT
	If yes, describe under DESCRIPTION OF OPERATIONS below.	N				E.L. EACH ACCIDENT \$1,000,000
						E.L. DISEASE - EA EMPLOYEE \$1,000,000
						E.L. DISEASE - POLICY LIMIT \$1,000,000

Other

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate of insurance evidencing coverage for Contemporary Services Corporation in response to RFP for Pedestrian Management and Personnel Operations for Sundance Film Festival.

CERTIFICATE HOLDER

Park City Municipal Corporation
PO Box 1480
Park City, UT 84060

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

John Harney

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2. PROPOSAL INFORMATION

RFP Contact Information

Mark Glaser - Sr. Vice President, Operations
Contemporary Services Corporation
17101 Superior Street
Northridge, CA 91325
303.808.5987
mglaser@csc-usa.com

Account Contact Information

Brandon Bates – Salt Lake City Branch Manager
Contemporary Services Corporation
9200 S. State St.
Sandy, UT 84070
801.803.2871
bbates@csc-usa.com

Employee Training

In addition to the training mentioned in the cover letter, detailed information can be found in the Staff Training Program section of this proposal. Subject matter includes guest services, crowd management techniques and conflict resolution.

Experience

CSC has been handling Pedestrian Management during the Sundance Film Festival for over a decade. CSC Salt Lake City provides services to Sandy City Amphitheater, The Depot, USANA Amphitheater, Utah State Fair as well as professional soccer at Rio Tinto Stadium. Additional information about CSC's nearly 50 years of delivering crowd management services can be found in the Experience Overview section.

CSC Salt Lake City has over 150 active team members. If additional staffing is needed, it can receive support from CSC Denver and CSC Las Vegas branch offices.



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3. COST SUMMARY

The following is an estimate for pedestrian management services during the Sundance Film Festival

Estimate



Crowd Management and Security Services for: Sundance Film Festival Pedestrian Management

First Thursday of Festival	Hrs	Rate	Cost
Supervisor(s)	13	\$22.88	\$ 297.44
Security Staff	169	\$20.28	\$ 3,427.32
Daily Total	182		\$ 3,724.76
First Friday of Festival	Hrs	Rate	Cost
Supervisor(s)	13	\$22.88	\$ 297.44
Security Staff	169	\$20.28	\$ 3,427.32
Daily Total	182		\$ 3,724.76
First Saturday of Festival	Hrs	Rate	Cost
Supervisor(s)	13	\$22.88	\$ 297.44
Security Staff	169	\$20.28	\$ 3,427.32
Daily Total	182		\$ 3,724.76
First Sunday of Festival	Hrs	Rate	Cost
Supervisor(s)	13	\$22.88	\$ 297.44
Security Staff	169	\$20.28	\$ 3,427.32
Daily Total	182		\$ 3,724.76
First Monday of Festival	Hrs	Rate	Cost
Supervisor(s)	11	\$22.88	\$ 251.68
Security Staff	143	\$20.28	\$ 2,900.04
Daily Total	154		\$ 3,151.72
First Tuesday of Festival	Hrs	Rate	Cost
Supervisor(s)	11	\$22.88	\$ 251.68
Security Staff	143	\$20.28	\$ 2,900.04
Daily Total	154		\$ 3,151.72
First Wednesday of Festival	Hrs	Rate	Cost
Supervisor(s)	11	\$22.88	\$ 251.68
Security Staff	143	\$20.28	\$ 2,900.04
Daily Total	154		\$ 3,151.72
Second Thursday of Festival	Hrs	Rate	Cost
Supervisor(s)	11	\$22.88	\$ 251.68
Security Staff	143	\$20.28	\$ 2,900.04
Daily Total	154		\$ 3,151.72
Second Friday of Festival	Hrs	Rate	Cost
Supervisor(s)	11	\$22.88	\$ 251.68
Security Staff	143	\$20.28	\$ 2,900.04
Daily Total	154		\$ 3,151.72
Second Saturday of Festival	Hrs	Rate	Cost
Supervisor(s)	11	\$22.88	\$ 251.68
Security Staff	143	\$20.28	\$ 2,900.04
Daily Total	154		\$ 3,151.72
Totals	728 Hrs		
	924 Hrs		
	1652 Hrs		\$ 33,809.36

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CSC bases its rate structure on factors that allow it to provide the following:

- ▶ Top Rated Liability Insurance
- ▶ Workers' Compensation
- ▶ Prevailing Market Wages
- ▶ Equipment (Radios, Uniforms)
- ▶ Staff Incentive Programs
- ▶ Proper IRS Reporting
- ▶ Payroll Taxes
- ▶ Comprehensive Training
- ▶ Licensed Personnel

The use of a CSC developed, web-based scheduling and data management program allows for proper, accurate and timely accounting of staff pay. The utilization of a payroll service guarantees that all applicable taxes are correctly calculated, withheld and paid within the state and federal guidelines.

Due to the specialized nature of the services outlined in this proposal, the above rates result in the ability to pay a competitive wage in the marketplace. In addition, they result in a properly trained, motivated employees who will effectively contribute to your service goals.

Through proper staffing, planning, workforce management, judicious use of redeploys, and teamwork with the client, CSC has previously been able to replace companies with lower hourly rates and still give the client a reduction in the overall budget and/or expenses. We know it is difficult to draw direct comparisons between companies that provide varying expertise, depth of services, efficiency, and operational plans. Therefore, we welcome any questions, information exchange, or further discussion that may assist you in making your decision.



DATE: January 14, 2016

TO HONORABLE MAYOR AND COUNCIL

Municipal Code 4-3-9(D)(2) retains Council authority to approve Type 2 Convention Sales Licenses (CSL). All Type 2 license applications must be received at least seven (7) days prior to a regular scheduled meeting and three (3) days prior to a Special Meeting. Council should consider holding a Special Meeting sometime between January 19th-21st to hear and consider approval any late Type 2 CSL applications. This Special Meeting would be to consider approval of CSL applications received after January 7, 2016 up until three (3) business days prior to the Special Meeting. All applications received after January 7, 2016, have/will be charged an additional \$76 according to the fee schedule. Prior to Council's consideration of the Type 2 CSL license application, the applicant must have a pre-inspection prior to application (PIPA). This inspection will highlight any issues related to the space prior to their final inspection. The inspection must accompany the license application along with accurate floor plans stamped by a design professional including the occupant load. Staff recommends holding a Special Meeting the morning of January 19, 2016 to approve any late Type 2 CSL applications.

Respectfully:

Matt Dias, Asst City Manager



DATE: January 14, 2016

TO HONORABLE MAYOR AND COUNCIL

Each year City Council adopts a strategic plan for city-owned parcels with development potential. The intent of the plan is to provide transparency and possible intent of the City's use of available parcels for potential municipal purposes or disposition.

Respectfully:

Heinrich Deters, Trails and Open Space Program Manager

Resolution No. (ID # 1611)

Approve Resolution 01-16, a Resolution Adopting the 2016 City Property Disposition List (City Council Should Hold a Public Hearing and Adopt a City Property Disposition List by Resolution. the Disposition List Allows for Long-Term, Transparent Planning of City-Owned Properties with Development And/Or Disposition Potential.)



City Council Staff Report

Subject: 2016 City Property Disposition Resolution
Author: Heinrich Deters
Department: Sustainability
Date: January 14, 2016
Type of Item: Administrative

Summary Recommendations:

Council should review and adopt the attached Resolution on the possible discussion and disposition of City-Owned property. (Attachment I)

Topic/Description:

Planning for City-Owned Properties.

Executive Summary

Staff recommends Council adopt a City Property disposition list by resolution. The Disposition list allows for long-term, transparent planning of City-Owned properties with development potential.

Background:

Each year City Council adopts a strategic plan for city-owned parcels with development potential. The intent of the plan is to provide transparency and possible intent of the City's use of available parcels for potential municipal purposes or disposition.

Analysis:

A property strategic plan for city-owned parcels enables staff and the Council to: 1) use basic, centralized management standards and prioritization for assets that are otherwise managed by various departments of the City; 2) identify long term planning strategies or options, and 3) establish some degree of predictability for property owners adjacent to municipal property. Additionally, the disposition list and associated resolution constitutes public notice that the properties listed may be intended for sale or trade if noted and the City Council may consider the best possible terms of a potential transaction in closed session if necessary pursuant to state law.

Park City Municipal owns numerous parcels, ranging greatly in acreage and use. These parcels include large open space properties restricted by deed restrictions and conservation easements, all the way to small remnant parcels, real property and dedicated rights of way and various easements. This strategic plan is for property with development potential only. The plan does not contain property restricted as open space by restrictive covenant or has been purchased with open space funds.

Identifying certain properties for possible use for municipal needs, including public works facilities, water facilities and snow storage is a long term planning priority as demands for City services increase, and potential property availability decreases.

Conversely, implementing Council goals and capital projects, such as affordable housing initiatives, may be better or more efficiently achieved by selling, leasing or providing easements on city-owned property, to a third party or otherwise transferring property to another nonprofit or government entity.

The potential uses identified in the list are intentionally broad and in no way binds Council to future decisions. Prior to action taken with any of the properties identified within the list, staff and Council would adhere to public notification standards for Disposals of Significant Parcels of Real Property as required by State Code and Municipal Code § 2-3-11.

Department Review:

This report has been reviewed by the Sustainability, Planning, Public Works, Transit, Water, Engineering, Executive and Legal Departments.

Alternatives:

A. Approve:

Adopt the attached resolution as attached. **Staff Recommendation**

B. Deny:

Do not adopt the attached resolution as attached.

C. Modify:

Modify the attached resolution as attached.


D. Continue the Item:

Continue the item because more information is required.

E. Do Nothing:

Same as continuance.

Significant Impacts:

	World Class Multi-Seasonal Resort Destination (Economic Impact)	Preserving & Enhancing the Natural Environment (Environmental Impact)	An Inclusive Community of Diverse Economic & Cultural Opportunities (Social Equity Impact)	Responsive, Cutting-Edge & Effective Government
Which Desired Outcomes might the Recommended Action Impact?				<div>+</div> Fiscally and legally sound <div>+</div> Well-maintained assets and infrastructure <div>+</div> Engaged and informed citizenry
Assessment of Overall Impact on Council Priority (Quality of Life Impact)	(Select from List)	(Select from List)	(Select from List)	Positive 
Comments: <div></div>				

Consequences of not taking the recommended action:

A lack of transparency and clarity may be perceived without adoption of a city-owned property disposition list, as well as improper notification to discuss matters within closed session

Recommendation:

Council should review and adopt the attached Resolution on the possible discussion and disposition of city-owned property.

**Attachment I-
Resolution 01-16**

A RESOLUTION ADOPTING THE 2016 CITY PROPERTY DISPOSITION LIST

WHEREAS, the City owns numerous properties with possible uses and/or development potential that may be utilized to attain community goals;

WHEREAS, ongoing strategic planning of municipal assets is in the best interest of the public;

WHEREAS, City Council's goal for an engaged and informed citizenry is a product of transparent government and public notification;

WHEREAS, the growing demand for City services is subject to continual evaluation of asset management.

NOW, THEREFORE BE IT RESOLVED by the City Council of Park City, as follows:

SECTION 1. CITY PROPERTY DISPOSITION LIST. Park City adopts the 'Property disposition list' as attached hereto as Exhibit A.

This Resolution hereby constitutes public notice that the properties listed herein are intended for sale if so noted and the City Council may meet in closed session as allowed by state law to discuss the best possible terms of a potential sale. Any final approval of a sale by the City Council must be done at a regular, open meeting.

SECTION 2. EFFECTIVE DATE. This Resolution shall take effect upon adoption.
PASSED AND ADOPTED this sixteenth day of January 14, 2016.

PARK CITY MUNICIPAL CORPORATION

Mayor Jack Thomas

Attest:

Michelle Kellogg, City Recorder

Approved as to form:

Mark D. Harrington, City Attorney

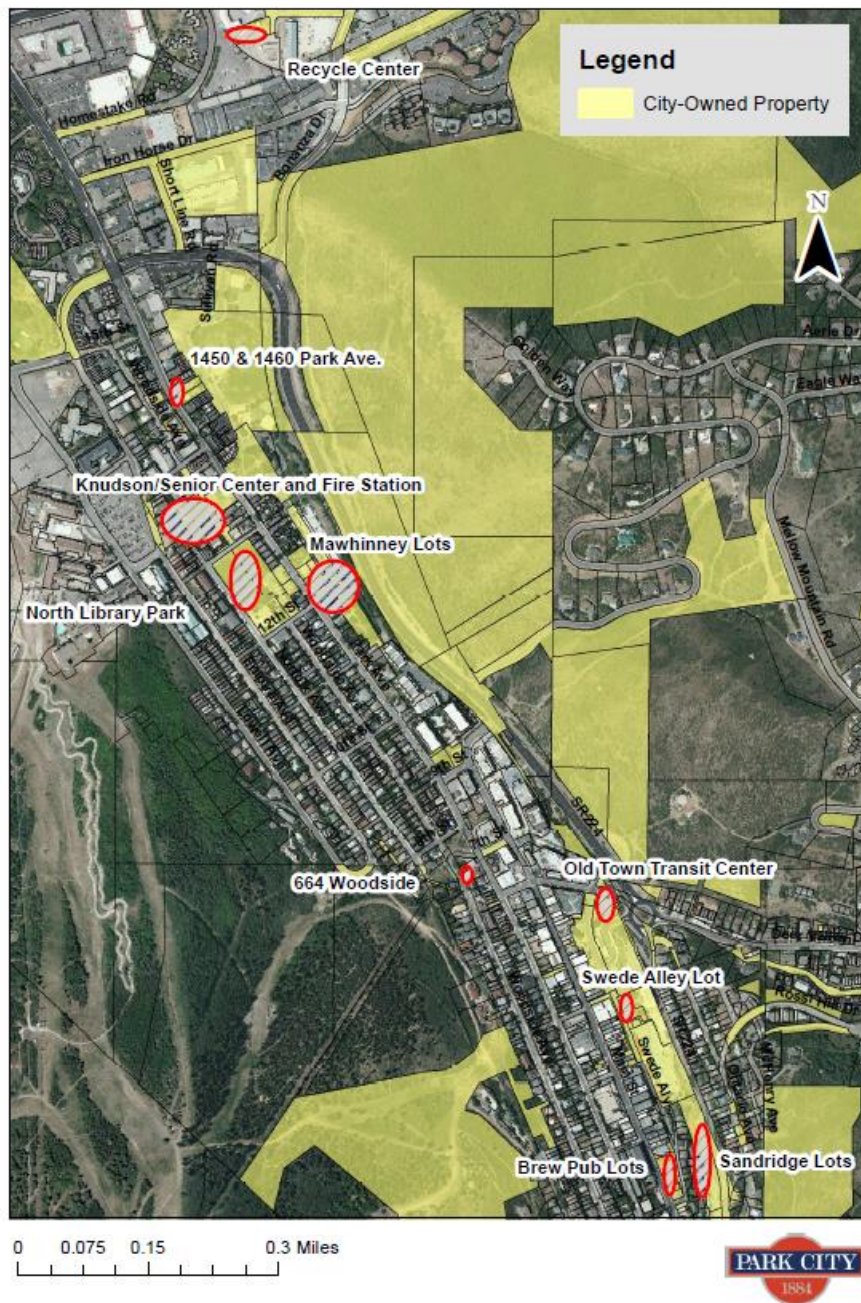
Exhibit A- 2016 City Property list

2015 City Property Disposition Resolution- Updated	
Property/Parcels/Acres	Potential Use
Bango-Wortley/Gordo Parcels PC-9-95-X, PC-9-95-M-X, PC-9-95-J-X, PC-9-95-F-X, PC-9-95-G-X, PC-9-95-H-X, PC-9-95-L-X, PC-9-95-K-X, PC-9-95-1-X, PC-9-95-B-X (approx. 14 acres)	Hold/Sell/Trade; PW Storage; Municipal Facility; Inside Soils Ordinance
Woodside/Empire/Lowell NGS-2-X, PC-98-X, PC-322-X, PC-325-X, PC-364-B-X (.07 acre)	Hold/Trade/Sell/Easements
Park and Ride SS-87 (16.25 acres)	Recreation; City Facilities
Brew Pub Parking Lots PC-263-X, PC-264-1-X, PC-265-X, PC-266-X, PC-563-X, PC-261-B-X, PC-563-A-X (.5 acre)	Hold/Trade/Sell; Parking; Park; Inter-modal municipal oriented transit, Housing (Gondola); Public Gathering Space/Plaza; Inside Soils Ordinance
Old Town Transit Center Marsac Transit Center Sub., PC-476-A-X, PC-476-B-X, PC-730-B-X, PC-426-X, PC-730-A-X (approx. 4 acres)	Inter-modal transit oriented use (gondola, multi-modal transportation/housing); Inside Soils Ordinance
SR-224 Kiosk (.44 acres)	Trailhead Parking
Mawhinney Lots SA-369-X, SA-370-X, SA-371-X, SA-372-X, SA-360-A (1.5 acre)	Skate Park; Parking; City Park; Affordable Housing; Inside Soils Ordinance
Swede Alley/Main Street Lot MPS-3-AM-X, PC-304-A-X, PC-730-S-X, CARR-B-X, PC-127-X, PC-305-X, MAR-SWED-300-X, PC-147-X, PC-148-C-X (.4 acre)	Hold/ Sell/Trade; Parking; Park; Main Street Improvements
Triangle Parcel SS-57-1-B-X (111 acres)	Hold/Sell/Trade; PW Facility; Open Space; Municipal Facility; Recycle Center
North 40 Parking area PCA-98-C-1-X (73 acres)	Recreation, Affordable Housing, Parking
IHC Lot 5 IHPCMC-5-2AM-X (15 acres)	Hold/Sell/Trade; Recreation; Trails, City Facilities
IHC Lot 4 IHPCMC-4-2AM-X (5 acres)	Hold/Sell/Trade/Lease/Easements; Recreation, City Facilities

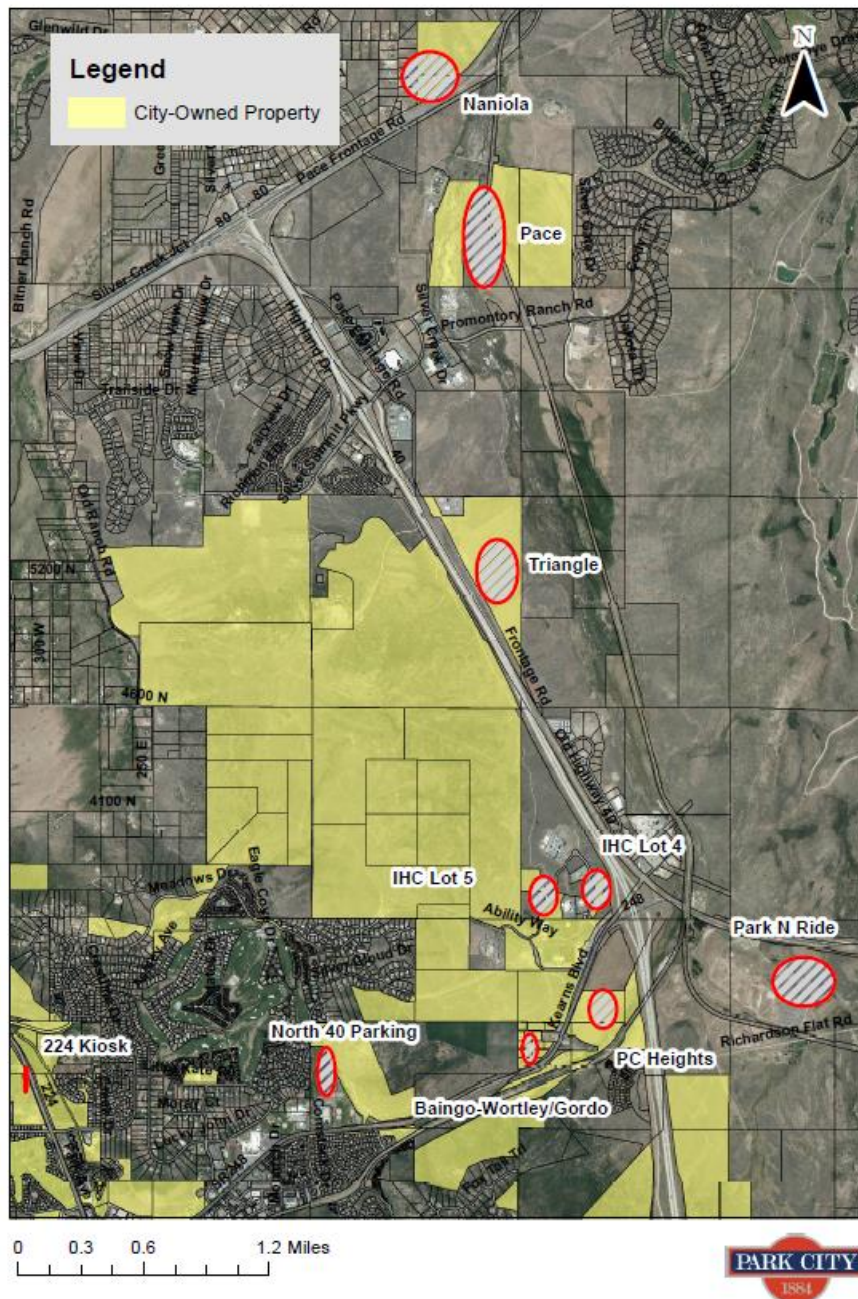
Naniola/Kivett SS-29-C-X, SS-21-A-X (60 acres)	Hold/Sell/Trade
North Library SA-68-X, SA-72-X (2.5 acres)	Park, Recreation, Affordable Housing
1353 & 1333 Park Ave. Fire Station/Miners Hospital/City Park SA-273-X (.5 acre)	Hold/Sell/Trade; Lower RDA Plan Development; partially inside soils ordinance
Knudson (portions of SA-200, SA-201, SA-202-A-1) 14,624 sq/ft. per purchase agreement), SA-402-C-X	Hold/Sell/Trade; Lower RDA Plan Development
1361 Woodside Ave. Senior Center and parking SA-265-A-X (1.5 acres)	Hold/Sell/Trade; Lower RDA Plan Development
1450 & 1460 Park Ave. Co-Housing RPS-1, RPS-2	Hold/Sell/Trade; Co-Housing Project; Affordable Housing; Inside Soils Ordinance
1951 Woodbine Way Recycling Center/BoPa SS-224-X, SA-224-Z-X (.5 acre)	Hold/Sell/Trade; Bonanza Park Redevelopment; Inside Soils Ordinance
Pace Parcels SS-28-A-1-X, SA-28-A-X (110 acres)	Hold/Sell/Trade; Open Space; Recreation; Snow Storage; Municipal Facility; Agricultural
Sandridge Parcels PC-730-2-X, PC-730-G-X (2 acres)	Hold/Sell/Trade; Parking; Gondola Base; Inside Soils Ordinance
PC Heights Parcel (24 acres)	Hold/Sell/Trade; Open Space; Recreation; Snow Storage; Agricultural
Olympic Plaza (3 acres) SA-224-H-1-X, SCCS-D-X	Hold/Sell/Trade; Walkability and UDOT projects
SR-224 Parcels SA-224-L-9-X, SA-224-L-8-X, SA-224-L-10-X, SA-254-1-X, PAL-1-A-X	Hold/Sell/Trade; Walkability and UDOT projects
Daly Parking PC-259-X	Trade/Lease/Easements
Ontario Remnants PC-509-X, PC-440-B, PC-440-B	Hold/Sell/Trade/Lease/Easements
Wyatt Earp Prospector Park PCA-3-3107-PC-X, PCA-98-B-X	Hold/Sell/Trade/Lease/Easements
Silver Summit Water Tank SS-57-2-A	Hold/Sell/Trade/Lease/Easements
Woodside Gulch PC-S-55-X	Hold/Sell/Trade/Lease/Easements
City Rights of Way as noted in Streets Master Plan	Hold/Sell/Trade/Lease/Easements
City Prescriptive Easements	Hold/Trade/Easements

Exhibit B & C- Disposition List Maps

2016 City-Owned Disposition Properties I



2016 City-Owned Disposition Properties II





DATE: January 14, 2016

TO HONORABLE MAYOR AND COUNCIL

Please consider for approval the list of meeting dates for regular City Council meetings. Mark Harrington advised that this notice was required to be passed by ordinance.

Respectfully:

Michelle Kellogg, City Recorder

Ordinance 16-06

An Ordinance Approving the Notice of a Regular Meeting Date, Time, and Location for Meetings of the City Council, Redevelopment Agency, Municipal Building Authority and Water Service District of Park City, Utah, for 2016

The regular meetings of the Park City Council, Redevelopment Agency, Municipal Building Authority, and Water Service District shall be held every Thursday at the Marsac Municipal Building, 445 Marsac Avenue, Park City, Utah, at 6:00 p.m., except when there is no quorum, pending business or the regular meeting date falls on a holiday. The 2016 meeting schedule for the above agencies is as follows:

January 7, 14, 28	July 14, 21
February 4, 11, 25	August 4, 11, 25
March 3, 24, 31	September 1, 15, 22
April 14, 21, 28	October 6, 20, 27
May 12, 19	November 10, 17
June 2, 9, 16, 23, 30	December 1, 8, 15

Pursuant to the Americans with Disabilities Act, individuals needing special accommodations during the meeting should notify the City Recorder at 435-615-5007 at least 24 hours prior to the meeting.

EFFECTIVE DATE. This Ordinance shall take effect upon publication.

PASSED AND ADOPTED this 14 day of January, 2016.

PARK CITY MUNICIPAL CORPORATION

Jack Thomas, MAYOR

ATTEST:

Michelle Kellogg, City Recorder

APPROVED AS TO FORM:

Mark Harrington, City Attorney



DATE: January 14, 2016

TO HONORABLE MAYOR AND COUNCIL

Please consider for approval the list of meeting dates for regular Redevelopment Agency meetings.

Respectfully:

Michelle Kellogg, City Recorder

Resolution No. RDA 1-16

**A RESOLUTION ESTABLISHING A REGULAR MEETING DATE, TIME, AND
LOCATION FOR 2016 MEETINGS
AND APPOINTING OFFICERS OF THE BOARD OF DIRECTORS OF THE
REDEVELOPMENT AGENCY OF PARK CITY, UTAH**

BE IT RESOLVED by the Redevelopment Agency of Park City:

SECTION 1. REGULAR MEETING DATE. The regular meetings of the Redevelopment Agency shall be held on Thursdays at 6:00 p.m. or immediately following the adjournment or preceding the convening of other meetings that may be scheduled at 6:00 p.m. Meetings shall be held at the Marsac Municipal Building, 445 Marsac Avenue, Park City, Utah, except when there is no pending business or the regular meeting date falls on a holiday.

SECTION 2. NOTICE OF PUBLIC MEETINGS. Notice shall be given, including the agenda, date, time, and place of the meeting. The agenda will be posted at least twenty-four (24) hours prior to each regular meeting, and delivered to the local news media. The agenda for special or emergency meetings shall be noticed in the best manner practicable. The Board of Directors may meet socially at an announced location after the meeting, but City business will not be conducted.

SECTION 3. WORK SESSIONS. Work sessions are open informational meetings, where new items are introduced or regular meeting agenda items are discussed for clarification prior to action. Typically, no formal action is scheduled or taken during a work session, but formal actions may be made to conduct the City's business, if it is deemed to be in the best interest of the public.

SECTION 4. CLOSED MEETINGS. Every meeting and work session is open to the public, unless closed pursuant to Sections 52-4-204 and 52-4-205 of the Utah Code. A closed meeting may be held if a quorum is present and upon the affirmative vote of two-thirds of the members of the public body present at an open meeting for which notice is given pursuant to Section 52-4-202. No closed meeting is allowed except for purposes expressly allowed under Section 52-4-205; provided no ordinance, resolution, rule, regulation, contract, or appointment shall be approved at a closed meeting. A record of closed meetings shall be created and maintained in accordance with Section 52-4-206 of the Utah Code, as amended.

SECTION 5. SPECIFIC MEETING DATES. The meeting schedule for the Redevelopment Agency in 2016 is as follows:

January 7, 14, 28	July 14, 21
February 4, 11, 25	August 4, 11, 25
March 3, 24, 31	September 1, 15, 22
April 14, 21, 28	October 6, 20, 27
May 12, 19	November 10, 17

June 2, 9, 16, 23, 30

December 1, 8, 15

SECTION 6. APPOINTMENT OF OFFICERS. The officers of the Board of Directors of the Redevelopment Agency of Park City, Utah shall be as follows: The elected Mayor shall be the Chairman; the Mayor Pro Tempore shall be the Vice- Chairman; the Alternate Mayor Pro Tempore shall be the Alternate Vice-Chairman; the City Manager shall be the Executive Director; the City Recorder shall be the Secretary; and the Deputy City Recorder shall be the Deputy Secretary.

PASSED AND ADOPTED this 14th day of January, 2016.

PARK CITY MUNICIPAL CORPORATION

Chairman Jack Thomas

ATTEST:

Michelle Kellogg, Secretary

Approved as to form:

Mark Harrington, City Attorney



DATE: January 14, 2016

TO HONORABLE MAYOR AND COUNCIL

Staff requests City Council, acting as the governing board of the Redevelopment Agency (RDA), approve disposition of City Property located at 664 Woodside Avenue, pursuant to Municipal Code 2-3-11. Staff also requests the RDA approve the Real Estate Purchase Contract (REPC) with Matt Garretson, for the city-owned property located at 664 Woodside Avenue, in the amount of \$725,000 (Attachment I- REPC) with a requirement of a historic preservation easement.

Respectfully:

Heinrich Deters, Trails and Open Space Program Manager

Redevelopment Agency

Staff Report



Subject: Disposition of City Property located at 664 Woodside Avenue
Author: Heinrich Deters
Department: Sustainability Department
Date: January 14, 2016
Type of Item: Legislative - Potential Disposition and Proposed Terms of Sale of Redevelopment Agency Property

Summary Recommendations:

Staff requests City Council, acting as the governing board of the Redevelopment Agency (RDA), approve disposition of City Property located at 664 Woodside Avenue, pursuant to Municipal Code 2-3-11. Staff also requests the RDA approve the Real Estate Purchase Contract (REPC) with Matt Garretson, for the city-owned property located at 664 Woodside Avenue, in the amount of \$725,000 (Attachment I - REPC) with a requirement of a historic preservation easement.

Executive Summary

City Council, acting as the governing board of the Redevelopment Agency, should hold a public hearing and approve the disposition of City property located at 664 Woodside Avenue, pursuant to Municipal Code 2-3-11, and approve the terms of the REPC.

Acronyms in this Report:

Redevelopment Agency (RDA)
Real Estate Purchase Contract (REPC)
Historic District Design Review (HDDR)
Conditional Use Permit (CUP)

Background:

In 1997, Park City Municipal Corporation purchased the Bertinelli House (664 Woodside) as part of a larger acquisition that included the National Garage at 703 Park Avenue and the B. Watts House at 732 Park Avenue. The total cost of the acquisition was \$920,000. At that time, the Bertinelli House was appraised at \$285,000.

In August 2005, City Council, acting as the governing board of the Redevelopment Agency (RDA), directed staff to begin noticing for the sale of 664 Woodside separate from the Watts properties. The value of the Bertinelli property, which includes a two-bedroom wood frame cottage and wood frame single-car garage, was set at \$450,000 in September of 2005. The property did not sell; however, the Watts House and Garage was sold to High West Distillery in 2007 for \$1,435,000.

By February 2006, the City had received six (6) purchase offers for 664 Woodside, and the City entered into a real estate purchase contract with Pete Silvero. The sale was contingent upon Mr. Silvero receiving approvals for his Conditional Use Permit (CUP) and Historic District Design Review (HDDR) applications. Mr. Silvero received approval

for a steep slope CUP in June 2007 and the HDDR in April 2008. The sale was scheduled to close in May 2008; however, the buyer had difficulty obtaining financing, and the City canceled the purchase contract. Subsequently, the economic downturn has delayed any further activity regarding the property until now.

On October 6, 2015, Staff received an unsolicited offer to purchase 664 Woodside for \$725,000 from Matt Garretson. The City countered the offer with the following conditions:

- Mr. Garretson would be required to provide a façade easement on the historically significant building.
- The transaction was conditioned on City Council approval in a public meeting, acting as the governing body of the Redevelopment Agency of Park City.
- The transaction was conditioned on public notice pursuant to Municipal Code 2-3-11 and subsequent public input at a regularly scheduled meeting.

On December 30th, the City Manager provided the prospective buyer with the counter offer as outlined above. Mr. Garretson has accepted the terms of the contract.

Analysis:

664 Woodside, pictured below, sits on a small old town lot with a one story, early 1900's significant structure that has been refurbished several times. The property also includes a small historic garage, which happens to be located slightly across the lot line of the property directly to the south.



Legal Requirements for disposition of significant property

Utah State Code and the Municipal Code require that the municipality provide reasonable public notice of at least 14 days and provide the opportunity for public comment on the proposed disposition of property. Significant property is defined as a

parcel owned by the City with an appraised value of \$250,000 or a leased value of \$50,000 or more per annum

Appraisal

In March of 2013, a formal appraisal was performed on the 664 Woodside Property, which established the value of the property/structure at \$440,000. Year over year, the old town market has seen a 10% increase, which would currently value the property at approximately \$590,000.

Disposition of the Property 'as is'

The current offer of \$725,000 to purchase the property is significantly greater than the most recent appraisal of the property, \$440,000 from 2013. Additionally, the offer represents a significant value when comparing prospective cost estimates to rehabilitate the structure by addressing the buildings minimal structural/energy/mechanical code required upgrades, new foundation, reconstruction of the garage, and a new roof structure. The latest estimate of these improvements is over \$500,000.

Historic Preservation Easement

As noted above, Mr. Garretson, the proposed buyer, shall provide the City with a historic preservation easement at the time of settlement. This easement will ensure that the historically significant structure is preserved with integrity. This tool will be combined with the City's existing historic preservation tools, should Garretson apply to develop the property, in accordance with the City's planning and building approval processes.

Public Notice

Staff posted the disposition of the 664 Woodside property on December 30th, 2015. Additionally, legal notice ran in consecutive editions of The Park Record on January 2nd, 6th, 9th and 13th. The item was also posted on www.utahlegals.com, from December 30th to January 14th.

Department Review:

This report has been reviewed by the Budget, Sustainability, Legal and Executive Departments.

Alternatives:

- A. Approve:** City Council, acting as the governing board of the RDA, may approve the disposition of the property and terms of the REPC (**staff recommendation**)
- B. Deny:** City Council, acting as the governing board of the RDA, may deny the disposition and/or subsequent terms of the REPC.
- C. Modify:** City Council, acting as the governing board of the RDA, may modify the terms of the disposition or REPC.
- D. Continue the Item:** City Council, acting as the governing board of the RDA, may ask for staff to return with more information.
- E. Do Nothing:** Same as Continue.

Significant Impacts:

Through the disposition of the property, City Council has realized a very good return on their previous investment, which could be utilized to secure additional housing units at a lower cost than the cost to renovate 664 Woodside. Additionally, the historically significant structure has been preserved through the requirement of the façade easement, which will help maintain compatibility the historic character of the neighborhood.

Funding Source:

Proceeds from the disposition of the property will be returned to the RDA or utilized for housing.

Consequences of not taking the recommended action:

Should the City Council, acting as the governing board of the RDA, not take the recommended action, it could significantly impact the terms the disposition of the property and/or the contractual timeline associated with the REPC.

Recommendation:

Staff requests City Council, acting as the governing board of the Redevelopment Agency (RDA), approve disposition of City Property located at 664 Woodside Avenue, pursuant to Municipal Code 2-3-11. Staff also requests the RDA approve the Real Estate Purchase Contract (REPC) with Matt Garretson, for the city-owned property located at 664 Woodside Avenue, in the amount of \$725,000 (Attachment I- REPC) with a requirement of a historic preservation easement.

Exhibit A- Location Map**Attachment I- Real Estate Purchase Contract and Historic Preservation Easement**

Exhibit A- Location Map

664 Woodside Property



REAL ESTATE PURCHASE CONTRACT

This is a legally binding Real Estate Purchase Contract ("REPC"). Utah law requires real estate licensees to use this form. Buyer and Seller, however, may agree to alter or delete its provisions or to use a different form. If you desire legal or tax advice, consult your attorney or tax advisor.

OFFER TO PURCHASE AND EARNEST MONEY DEPOSIT

On this 22nd day of December, 2015 ("Offer Reference Date") Matt Garretson ("Buyer") offers to purchase from Park City Redevelopment Agency ("Seller") the Property described below and ☐ delivers to the Buyer's Brokerage with this offer, or ☒ agrees to deliver no later than four (4) calendar days after Acceptance (as defined in Section 23), Earnest Money in the amount of \$ 10,000.00 in the form of personal check or wire. After Acceptance of the REPC by Buyer and Seller, and receipt of the Earnest Money by the Brokerage, the Brokerage shall have four (4) calendar days in which to deposit the Earnest Money into the Brokerage Real Estate Trust Account.

Buyer's Brokerage KW Park City Keller Williams Phone: (435) 649-9882

Received by: _____ on _____ (Date)
(Signature above acknowledges receipt of Earnest Money)

OTHER PROVISIONS

1. **PROPERTY:** 664 Woodside Avenue

also described as: Summit County Tax ID: NGS-2-X Tax ID

City of Park City, County of Summit, State of Utah, Zip 84060 (the "Property"). Any reference below to the term "Property" shall include the Property described above, together with the Included Items and water rights/water shares, if any, referenced in Sections 1.1, 1.2 and 1.4.

1.1 Included Items. Unless excluded herein, this sale includes the following items if presently owned and in place on the Property: plumbing, heating, air conditioning fixtures and equipment; ovens, ranges and hoods; cook tops; dishwashers; ceiling fans; water heaters; light fixtures and bulbs; bathroom fixtures and bathroom mirrors; curtains, draperies, rods, window blinds and shutters; window and door screens; storm doors and windows; awnings; satellite dishes; affixed carpets; automatic garage door openers and accompanying transmitters; security system; fencing and any landscaping.

1.2 Other Included Items. The following items that are presently owned and in place on the Property have been left for the convenience of the parties and are also included in this sale (check applicable box): ☐ washers ☐ dryers ☐ refrigerators ☐ water softeners ☐ microwave ovens ☐ other (specify) _____

The above checked items shall be conveyed to Buyer under separate bill of sale with warranties as to title.

1.3 Excluded Items. The following items are excluded from this sale: _____

1.4 Water Service. The Purchase Price for the Property shall include all water rights/water shares, if any, that are the legal source for Seller's current culinary water service and irrigation water service, if any, to the Property. The water rights/water shares will be conveyed or otherwise transferred to Buyer at Closing by applicable deed or legal instruments. The following water rights/water shares, if applicable, are specifically excluded from this sale: _____

2. PURCHASE PRICE. The Purchase Price for the Property is \$ 725,000.00. Except as provided in this Section, the Purchase Price shall be paid as provided in Sections 2(a) through 2(d) below. Any amounts shown in 2(b) and 2(d) may be adjusted as deemed necessary by Buyer and the Lender.

\$ <u>10,000.00</u>	(a) Earnest Money Deposit. Under certain conditions described in the REPC, this deposit may become totally non refundable.
\$ <u>0.00</u>	(b) New Loan. Buyer may apply for mortgage loan financing (the "Loan") on terms acceptable to Buyer. If an FHA/VA loan applies, see attached FHA/VA Loan Addendum.
\$ <u>0.00</u>	(c) Seller Financing (see attached Seller Financing Addendum)
\$ <u>715,000.00</u>	(d) Balance of Purchase Price in Cash at Settlement
\$ <u>725,000.00</u>	PURCHASE PRICE. Total of lines (a) through (d)

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Date 12/22/2015

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12/30/15

3. SETTLEMENT AND CLOSING.

3.1 Settlement. Settlement shall take place no later than the Settlement Deadline referenced in Section 24(d), or as otherwise mutually agreed by Buyer and Seller in writing. "Settlement" shall occur only when all of the following have been completed: (a) Buyer and Seller have signed and delivered to each other or to the escrow/closing office all documents required by the REPC, by the Lender, by the title insurance and escrow/closing offices, by written escrow instructions (including any split closing instructions, if applicable), or by applicable law; (b) any monies required to be paid by Buyer or Seller under these documents (except for the proceeds of any new loan) have been delivered by Buyer or Seller to the other party, or to the escrow/closing office, in the form of cash, wire transfer, cashier's check, or other form acceptable to the escrow/closing office.

3.2 Prorations. All prorations, including, but not limited to, homeowner's association dues, property taxes for the current year, rents, and interest on assumed obligations, if any, shall be made as of the Settlement Deadline referenced in Section 24(d), unless otherwise agreed to in writing by the parties. Such writing could include the settlement statement. The provisions of this Section 3.2 shall survive Closing.

3.3 Special Assessments. Any assessments for capital improvements as approved by the HOA (pursuant to HOA governing documents) or as assessed by a municipality or special improvement district, prior to the Settlement Deadline shall be paid for by: ☒ **Seller** ☐ **Buyer** ☐ **Split Equally Between Buyer and Seller** ☐ **Other (explain)** _____ The provisions of this Section 3.3 shall survive Closing.

3.4 Fees/Costs/Payment Obligations. Unless otherwise agreed to in writing, Seller and Buyer shall each pay one-half (1/2) of the fee charged by the escrow/closing office for its services in the settlement/closing process. Tenant deposits (including, but not limited to, security deposits, cleaning deposits and prepaid rents) shall be paid or credited by Seller to Buyer at Settlement. Buyer agrees to be responsible for homeowners' association and private and public utility service transfer fees, if any, and all utilities and other services provided to the Property after the Settlement Deadline. The escrow/closing office is authorized and directed to withhold from Seller's proceeds at Closing, sufficient funds to pay off on Seller's behalf all mortgages, trust deeds, judgments, mechanic's liens, tax liens and warrants. The provisions of this Section 3.4 shall survive Closing.

3.5 Closing. For purposes of the REPC, "Closing" means that: (a) Settlement has been completed; (b) the proceeds of any new loan have been delivered by the Lender to Seller or to the escrow/closing office; and (c) the applicable Closing documents have been recorded in the office of the county recorder. The actions described in 3.5 (b) and (c) shall be completed within four calendar days after Settlement.

4. POSSESSION. Seller shall deliver physical possession of the Property to Buyer as follows: ☒ **Upon Closing**, ☐ **_____ Hours after Closing**; ☐ **_____ Calendar Days after Closing**. Any contracted rental of the Property prior to or after Closing, between Buyer and Seller, shall be by separate written agreement. Seller and Buyer shall each be responsible for any insurance coverage each party deems necessary for the Property including any personal property and belongings. Seller agrees to deliver the Property to Buyer in broom-clean condition and free of debris and personal belongings. Any Seller or tenant moving-related damage to the Property shall be repaired at Seller's expense. The provisions of this Section 4 shall survive Closing.

5. CONFIRMATION OF AGENCY DISCLOSURE. Buyer and Seller acknowledge prior written receipt of agency disclosure provided by their respective agent that has disclosed the agency relationships confirmed below. At the signing of the REPC:

Seller's Agent NA, represents ☐ **Seller** ☐ **both Buyer and Seller as a Limited Agent**;

Seller's Brokerage NA, represents ☐ **Seller** ☐ **both Buyer and Seller as a Limited Agent**;

Buyer's Agent Greg Miner, represents ☒ **Buyer** ☐ **both Buyer and Seller as a Limited Agent**;

Buyer's Brokerage KW Park City Keller Williams, represents ☒ **Buyer** ☐ **both Buyer and Seller as a Limited Agent**.

6. TITLE & TITLE INSURANCE.

6.1 Title to Property. Seller represents that Seller has fee title to the Property and will convey marketable title to the Property to Buyer at Closing by general warranty deed. Buyer does agree to accept title to the Property subject to the contents of the Commitment for Title Insurance (the "Commitment") provided by Seller under Section 7, and as reviewed and approved by Buyer under Section 8. Buyer also agrees to accept title to the Property subject to any existing leases, rental and property management agreements affecting the Property not expiring prior to Closing which were provided to Buyer pursuant to Section 7(e). The provisions of this Section 6.1 shall survive Closing.

6.2 Title Insurance. At Settlement, Seller agrees to pay for and cause to be issued in favor of Buyer, through the title insurance agency that issued the Commitment (the "Issuing Agent"), the most current version of the *ALTA Homeowner's Policy of Title Insurance* (the "Homeowner's Policy"). If the *Homeowner's Policy* is not available through the Issuing Agent, Buyer and Seller further agree as follows: (a) Seller agrees to pay for the *Homeowner's Policy* if available

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through any other title insurance agency selected by Buyer; (b) if the *Homeowner's Policy* is not available either through the Issuing Agent or any other title insurance agency, then Seller agrees to pay for, and Buyer agrees to accept, the most current available version of an *ALTA Owner's Policy of Title Insurance* ("Standard Coverage Owner's Policy") available through the Issuing Agent.

7. SELLER DISCLOSURES. No later than the Seller Disclosure Deadline referenced in Section 24(a), Seller shall provide to Buyer the following documents in hard copy or electronic format which are collectively referred to as the "Seller Disclosures":

- (a) a written Seller property condition disclosure for the Property, completed, signed and dated by Seller as provided in Section 10.3;
- (b) a Commitment for Title Insurance as referenced in Section 6;
- (c) a copy of any restrictive covenants (CC&R's), rules and regulations affecting the Property;
- (d) a copy of the most recent minutes, budget and financial statement for the homeowners' association, if any;
- (e) a copy of any lease, rental, and property management agreements affecting the Property not expiring prior to Closing;
- (f) evidence of any water rights and/or water shares referenced in Section 1.4;
- (g) written notice of any claims and/or conditions known to Seller relating to environmental problems and building or zoning code violations; and
- (h) Other (specify) _____

8. BUYER'S CONDITIONS OF PURCHASE.

8.1 DUE DILIGENCE CONDITION. Buyer's obligation to purchase the Property: ☒ IS ☐ IS NOT conditioned upon Buyer's Due Diligence as defined in this Section 8.1(a) below. This condition is referred to as the "Due Diligence Condition." If checked in the affirmative, Sections 8.1(a) through 8.1(c) apply; otherwise they do not.

(a) Due Diligence Items. Buyer's Due Diligence shall consist of Buyer's review and approval of the contents of the Seller Disclosures referenced in Section 7, and any other tests, evaluations and verifications of the Property deemed necessary or appropriate by Buyer, such as: the physical condition of the Property; the existence of any hazardous substances, environmental issues or geologic conditions; the square footage or acreage of the land and/or improvements; the condition of the roof, walls, and foundation; the condition of the plumbing, electrical, mechanical, heating and air conditioning systems and fixtures; the condition of all appliances; the costs and availability of homeowners' insurance and flood insurance, if applicable; water source, availability and quality; the location of property lines; regulatory use restrictions or violations; fees for services such as HOA dues, municipal services, and utility costs; convicted sex offenders residing in proximity to the Property; and any other matters deemed material to Buyer in making a decision to purchase the Property. Unless otherwise provided in the REPC, all of Buyer's Due Diligence shall be paid for by Buyer and shall be conducted by individuals or entities of Buyer's choice. Seller agrees to cooperate with Buyer's Due Diligence. Buyer agrees to pay for any damage to the Property resulting from any such inspections or tests during the Due Diligence.

(b) Buyer's Right to Cancel or Resolve Objections. If Buyer determines, in Buyer's sole discretion, that the results of the Due Diligence are unacceptable, Buyer may either: (i) no later than the Due Diligence Deadline referenced in Section 24(b), cancel the REPC by providing written notice to Seller, whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller; or (ii) no later than the Due Diligence Deadline referenced in Section 24(b), resolve in writing with Seller any objections Buyer has arising from Buyer's Due Diligence.

(c) Failure to Cancel or Resolve Objections. If Buyer fails to cancel the REPC or fails to resolve in writing any objections Buyer has arising from Buyer's Due Diligence, as provided in Section 8.1(b), Buyer shall be deemed to have waived the Due Diligence Condition.

8.2 APPRAISAL CONDITION. Buyer's obligation to purchase the Property: ☐ IS ☒ IS NOT conditioned upon the Property appraising for not less than the Purchase Price. This condition is referred to as the "Appraisal Condition." If checked in the affirmative, Sections 8.2(a) and 8.2(b) apply; otherwise they do not.

(a) Buyer's Right to Cancel. If after completion of an appraisal by a licensed appraiser, Buyer receives written notice from the Lender or the appraiser that the Property has appraised for less than the Purchase Price (a "Notice of Appraised Value"), Buyer may cancel the REPC by providing written notice to Seller (with a copy of the Notice of Appraised Value) no later than the Financing & Appraisal Deadline referenced in Section 24(c); whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller.

(b) Failure to Cancel. If the REPC is not cancelled as provided in this section 8.2, Buyer shall be deemed to have waived the Appraisal Condition.

8.3 FINANCING CONDITION. Buyer's obligation to purchase the property: ☐ IS ☒ IS NOT conditioned upon Buyer obtaining the Loan referenced in Section 2(b). This condition is referred to as the "Financing Condition." If checked in the affirmative, Sections 8.3(a) and 8.3(b) apply; otherwise they do not. If the Financing Condition applies, Buyer agrees to work diligently and in good faith to obtain the Loan.

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(a) Buyer's Right to Cancel Before the Financing & Appraisal Deadline. If Buyer, in Buyer's sole discretion, is not satisfied with the terms and conditions of the Loan, Buyer may cancel the REPC by providing written notice to Seller no later than the Financing & Appraisal Deadline referenced in Section 24(c); whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller.

(b) Buyer's Right to Cancel After the Financing & Appraisal Deadline. If after expiration of the Financing & Appraisal Deadline referenced in Section 24(c), Buyer fails to obtain the Loan, meaning that the proceeds of the Loan have not been delivered by the Lender to Seller or to the escrow/closing office as required under Section 3.5 of the REPC, then Buyer or Seller may cancel the REPC by providing written notice to the other party; whereupon the Earnest Money Deposit, or Deposits, if applicable (see Section 8.4 below), shall be released to Seller without the requirement of further written authorization from Buyer. In the event of such cancellation, Seller agrees to accept as Seller's exclusive remedy, the Earnest Money Deposit, or Deposits, if applicable, as liquidated damages. Buyer and Seller agree that liquidated damages would be difficult and impractical to calculate, and the Earnest Money Deposit, or Deposits, if applicable, is a fair and reasonable estimate of Seller's damages in the event Buyer fails to obtain the Loan.

8.4 ADDITIONAL EARNEST MONEY DEPOSIT. If the REPC has not been previously canceled by Buyer as provided in Sections 8.1, 8.2 or 8.3(a), then no later than the Due Diligence Deadline referenced in Section 24(b), or the Financing & Appraisal Deadline referenced in Section 24(c), whichever is later, Buyer: ☐ WILL ☒ WILL NOT deliver to the Buyer's Brokerage, an Additional Earnest Money Deposit in the amount of \$_____. The Earnest Money Deposit and the Additional Earnest Money Deposit, if applicable, are sometimes referred to herein as the "Deposits". The Earnest Money Deposit, or Deposits, if applicable, shall be credited toward the Purchase Price at Closing.

9. ADDENDA. There ☒ ARE ☐ ARE NOT addenda to the REPC containing additional terms. If there are, the terms of the following addenda are incorporated into the REPC by this reference: ☐ Addendum No. _____ ☐ Seller Financing Addendum ☐ FHA/VA Loan Addendum ☒ Lead-Based Paint Disclosure & Acknowledgement (in some transactions this disclosure is required by law) ☐ Other (specify) _____

10. HOME WARRANTY PLAN / AS-IS CONDITION OF PROPERTY.

10.1 Home Warranty Plan. A one-year Home Warranty Plan ☐ WILL ☒ WILL NOT be included in this transaction. If included, the Home Warranty Plan shall be ordered by ☐ Buyer ☐ Seller and shall be issued by a company selected by ☐ Buyer ☐ Seller. The cost of the Home Warranty Plan shall not exceed \$_____ and shall be paid for at Settlement by ☐ Buyer ☐ Seller.

10.2 Condition of Property/Buyer Acknowledgements. Buyer acknowledges and agrees that in reference to the physical condition of the Property: (a) Buyer is purchasing the Property in its "As-Is" condition without expressed or implied warranties of any kind; (b) Buyer shall have, during Buyer's Due Diligence as referenced in Section 8.1, an opportunity to completely inspect and evaluate the condition of the Property; and (c) if based on the Buyer's Due Diligence, Buyer elects to proceed with the purchase of the Property, Buyer is relying wholly on Buyer's own judgment and that of any contractors or inspectors engaged by Buyer to review, evaluate and inspect the Property.

10.3 Condition of Property/Seller Acknowledgements. Seller acknowledges and agrees that in reference to the physical condition of the Property, Seller agrees to: (a) disclose in writing to Buyer defects in the Property known to Seller that materially affect the value of the Property that cannot be discovered by a reasonable inspection by an ordinary prudent Buyer; (b) carefully review, complete, and provide to Buyer a written Seller property condition disclosure as stated in section 7(a); and (c) deliver the Property to Buyer in substantially the same general condition as it was on the date of Acceptance, as defined in Section 23, ordinary wear and tear excepted. The provisions of Sections 10.2 and 10.3 shall survive Closing.

11. FINAL PRE-SETTLEMENT WALK-THROUGH INSPECTION.

11.1 Walk-Through Inspection. No earlier than seven (7) calendar days prior to Settlement, and upon reasonable notice and at a reasonable time, Buyer may conduct a final pre-Settlement walk-through inspection of the Property to determine only that the Property is "as represented," meaning that the items referenced in Sections 1.1, 1.2 and 8.1(b)(ii) ("the items") are respectively present, repaired or corrected as agreed. The failure to conduct a walk-through inspection or to claim that an item is not as represented shall not constitute a waiver by Buyer of the right to receive, on the date of possession, the items as represented. If the items are not as represented, Seller agrees to cause all applicable items to be corrected, repaired or replaced (the "Work") prior to the Settlement Deadline referenced in Section 24(d).

11.2 Escrow to Complete the Work. If, as of Settlement, the Work has not been completed, then Buyer and Seller agree to withhold in escrow at Settlement a reasonable amount agreed to by Seller, Buyer (and Lender, if applicable), sufficient to pay for completion of the Work. If the Work is not completed within thirty (30) calendar days after the Settlement Deadline, the amount so escrowed may, subject to Lender's approval, be released to Buyer as liquidated damages for failure to complete the Work. The provisions of this Section 11.2 shall survive Closing.

12. CHANGES DURING TRANSACTION. Seller agrees that from the date of Acceptance until the date of Closing, none of the following shall occur without the prior written consent of Buyer: (a) no changes in any leases, rental or property management agreements shall be made; (b) no new lease, rental or property management agreements shall be entered

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into; (c) no substantial alterations or improvements to the Property shall be made or undertaken; (d) no further financial encumbrances to the Property shall be made, and (e) no changes in the legal title to the Property shall be made.

13. AUTHORITY OF SIGNERS. If Buyer or Seller is a corporation, partnership, trust, estate, limited liability company or other entity, the person signing the REPC on its behalf warrants his or her authority to do so and to bind Buyer and Seller.

14. COMPLETE CONTRACT. The REPC together with its addenda, any attached exhibits, and Seller Disclosures (collectively referred to as the "REPC"), constitutes the entire contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties whether verbal or otherwise. The REPC cannot be changed except by written agreement of the parties.

15. MEDIATION. Any dispute relating to the REPC arising prior to or after Closing: ☒ **SHALL** ☐ **MAY AT THE OPTION OF THE PARTIES** first be submitted to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The parties to the dispute must agree before any settlement is binding. The parties will jointly appoint an acceptable mediator and share equally in the cost of such mediation. If mediation fails, the other procedures and remedies available under the REPC shall apply. Nothing in this Section 15 prohibits any party from seeking emergency legal or equitable relief, pending mediation. The provisions of this Section 15 shall survive Closing.

16. DEFAULT.

16.1 Buyer Default. If Buyer defaults, Seller may elect one of the following remedies: (a) cancel the REPC and retain the Earnest Money Deposit, or Deposits, if applicable, as liquidated damages; (b) maintain the Earnest Money Deposit, or Deposits, if applicable, in trust and sue Buyer to specifically enforce the REPC; or (c) return the Earnest Money Deposit, or Deposits, if applicable, to Buyer and pursue any other remedies available at law.

16.2 Seller Default. If Seller defaults, Buyer may elect one of the following remedies: (a) cancel the REPC, and in addition to the return of the Earnest Money Deposit, or Deposits, if applicable, Buyer may elect to accept from Seller, as liquidated damages, a sum equal to the Earnest Money Deposit, or Deposits, if applicable; or (b) maintain the Earnest Money Deposit, or Deposits, if applicable, in trust and sue Seller to specifically enforce the REPC; or (c) accept a return of the Earnest Money Deposit, or Deposits, if applicable, and pursue any other remedies available at law. If Buyer elects to accept liquidated damages, Seller agrees to pay the liquidated damages to Buyer upon demand.

17. ATTORNEY FEES AND COSTS/GOVERNING LAW. In the event of litigation or binding arbitration to enforce the REPC, the prevailing party shall be entitled to costs and reasonable attorney fees. However, attorney fees shall not be awarded for participation in mediation under Section 15. This contract shall be governed by and construed in accordance with the laws of the State of Utah. The provisions of this Section 17 shall survive Closing.

18. NOTICES. Except as provided in Section 23, all notices required under the REPC must be: (a) in writing; (b) signed by the Buyer or Seller giving notice; and (c) received by the Buyer or the Seller, or their respective agent, or by the brokerage firm representing the Buyer or Seller, no later than the applicable date referenced in the REPC.

19. NO ASSIGNMENT. The REPC and the rights and obligations of Buyer hereunder, are personal to Buyer. The REPC may not be assigned by Buyer without the prior written consent of Seller. Provided, however, the transfer of Buyer's interest in the REPC to any business entity in which Buyer holds a legal interest, including, but not limited to, a family partnership, family trust, limited liability company, partnership, or corporation (collectively referred to as a "Permissible Transfer"), shall not be treated as an assignment by Buyer that requires Seller's prior written consent. Furthermore, the inclusion of "and/or assigns" or similar language on the line identifying Buyer on the first page of the REPC shall constitute Seller's written consent only to a Permissible Transfer.

20. INSURANCE & RISK OF LOSS.

20.1 Insurance Coverage. As of Closing, Buyer shall be responsible to obtain casualty and liability insurance coverage on the Property in amounts acceptable to Buyer and Buyer's Lender, if applicable.

20.2 Risk of Loss. If prior to Closing, any part of the Property is damaged or destroyed by fire, vandalism, flood, earthquake, or act of God, the risk of such loss or damage shall be borne by Seller; provided however, that if the cost of repairing such loss or damage would exceed ten percent (10%) of the Purchase Price referenced in Section 2, either Seller or Buyer may elect to cancel the REPC by providing written notice to the other party, in which instance the Earnest Money Deposit, or Deposits, if applicable, shall be returned to Buyer.

21. TIME IS OF THE ESSENCE. Time is of the essence regarding the dates set forth in the REPC. Extensions must be agreed to in writing by all parties. Unless otherwise explicitly stated in the REPC: (a) performance under each Section of the REPC which references a date shall absolutely be required by 5:00 PM Mountain Time on the stated date; and (b) the term "days" and "calendar days" shall mean calendar days and shall be counted beginning on the day following the event which triggers the timing requirement (e.g. Acceptance). Performance dates and times referenced herein shall not be binding upon title companies, lenders, appraisers and others not parties to the REPC, except as otherwise agreed to in

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writing by such non-party.

22. ELECTRONIC TRANSMISSION AND COUNTERPARTS. Electronic transmission (including email and fax) of a signed copy of the REPC, any addenda and counteroffers, and the retransmission of any signed electronic transmission shall be the same as delivery of an original. The REPC and any addenda and counteroffers may be executed in counterparts.

23. ACCEPTANCE. "Acceptance" occurs **only** when **all** of the following have occurred: (a) Seller or Buyer has signed the offer or counteroffer where noted to indicate acceptance; and (b) Seller or Buyer or their agent has communicated to the other party or to the other party's agent that the offer or counteroffer has been signed as required.

24. CONTRACT DEADLINES. Buyer and Seller agree that the following deadlines shall apply to the REPC:

(a) Seller Disclosure Deadline	<u>14 Days After Acceptance</u>	(Date)
(b) Due Diligence Deadline	<u>21 Days after Acceptance</u>	(Date)
(c) Financing & Appraisal Deadline	<u>NA</u>	(Date)
(d) Settlement Deadline	<u>30 Days After Acceptance</u>	(Date)

25. OFFER AND TIME FOR ACCEPTANCE. Buyer offers to purchase the Property on the above terms and conditions. If Seller does not accept this offer by: 5:00 ☐ AM ☒ PM Mountain Time on 01/01/16 (Date), this offer shall lapse; and the Brokerage shall return any Earnest Money Deposit to Buyer.

DocuSigned by:
Matt Garretson 12/22/2015
 (Buyer's Signature) (Offer Date) (Buyer's Signature) (Offer Date)
 Matt Garretson

(Buyer's Names) (PLEASE PRINT) (Notice Address) (Zip Code) (Phone)

(Buyer's Names) (PLEASE PRINT) (Notice Address) (Zip Code) (Phone)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

☐ **ACCEPTANCE OF OFFER TO PURCHASE:** Seller Accepts the foregoing offer on the terms and conditions specified above.

☒ **COUNTEROFFER:** Seller presents for Buyer's Acceptance the terms of Buyer's offer subject to the exceptions or modifications as specified in the attached ADDENDUM NO. 1.

☐ **REJECTION:** Seller rejects the foregoing offer.

* DNR 12/30/15 9:52am
 (Seller's Signature) (Date) (Time) (Seller's Signature) (Date) (Time)
Diane Foster 445 Marsac Ave Park City, UT 84060 435-605-5151
 (Seller's Names) (PLEASE PRINT) (Notice Address) (Zip Code) (Phone)

(Seller's Names) (PLEASE PRINT) (Notice Address) (Zip Code) (Phone)

THIS FORM APPROVED BY THE UTAH REAL ESTATE COMMISSION AND THE OFFICE OF THE UTAH ATTORNEY GENERAL, EFFECTIVE AUGUST 27, 2008. AS OF JANUARY 1, 2009, IT WILL REPLACE AND SUPERSEDE THE PREVIOUSLY APPROVED VERSION OF THIS FORM.

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LEAD-BASED PAINT ADDENDUM TO REAL ESTATE PURCHASE CONTRACT

THIS IS AN ADDENDUM to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of December 22nd 2015, including all prior addenda and counteroffers, between Matt Garretson as Buyer, and Park City Redevelopment Agency as Seller, regarding the Property located at 664 Woodside Avenue, Park City (NGS-2-X Tax ID). The following terms are hereby incorporated as part of the REPC.

1. OPPORTUNITY TO CONDUCT A RISK ASSESSMENT OR INSPECTION. (Check applicable boxes)

1.1 Buyer's obligation to purchase the Property is conditioned upon Buyer's approval of a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards.

1.2 The risk assessment or inspection ("Risk Assessment") of the Property shall be paid for by Buyer and shall be conducted by individuals or entities of Buyer's choice. Seller shall cooperate in making the Property available for the Risk Assessment. The deadline for Buyer to complete and review the Risk Assessment ("Risk Assessment Deadline") shall be:

(Check one box)

☒ ten calendar days after Acceptance OR ☐ _____ calendar days after Acceptance.

1.3 If the results of the Risk Assessment are not acceptable to Buyer, Buyer may either (a) provide written objections to Seller as provided in Section 1.4 of this ADDENDUM; or (b) immediately cancel the REPC by providing written notice of cancellation to Seller by the Risk Assessment Deadline referenced in Section 1.2 above, together with a copy of the Risk Assessment report. The Brokerage, upon receipt of a copy of Buyer's written notice of cancellation, shall return the Earnest Money Deposit to Buyer.

1.4 If Buyer does not immediately cancel the REPC as provided above, Buyer may, by the Risk Assessment Deadline referenced in Section 1.2 above, provide Seller with written objections and a copy of the Risk Assessment report. Buyer and Seller shall have seven calendar days after Seller's receipt of the objections (the "Response Period") in which to agree in writing upon a manner of resolving Buyer's objections. Seller may, but shall not be required to, resolve Buyer's objections. If Buyer and Seller have not agreed in writing upon the manner of resolving Buyer's objections, Buyer may cancel the REPC by providing written notice to Seller no later than three calendar days after expiration of the Response Period. The Brokerage, upon receipt of a copy of Buyer's written notice of cancellation, shall return the Earnest Money Deposit to Buyer.

1.5 If Buyer does not deliver a written objection to Seller regarding the results of the Risk Assessment as provided in Section 1.4 above, or cancel the REPC as provided in Sections 1.3 or 1.4 above, any objections to the results of the Risk Assessment shall be deemed waived by Buyer and Buyer shall take the Property "as is" with regard to any lead-based paint or lead-based paint hazards that may be present in the Property.

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control. All other terms of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM shall remain the same. ☒ Seller ☐ Buyer shall have until 5:00 ☐ AM ☒ PM Mountain Time on January 1st 2016 (Date), to accept the terms of this ADDENDUM in accordance with the provisions of Section 23 of the REPC. Unless so accepted the offer as set forth in this ADDENDUM shall lapse.

Matt Garretson 12/22/2015
☒ Buyer ☐ Seller Signature (Date) (Time) ☐ Buyer ☐ Seller Signature (Date) (Time)
 Matt Garretson

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

☐ **ACCEPTANCE:** ☐ Seller ☐ Buyer hereby accepts the terms of this ADDENDUM.

☒ **COUNTEROFFER:** ☒ Seller ☐ Buyer presents as a counteroffer the terms of attached ADDENDUM NO. 1.

[Signature] 12/30/15 9:57am
 (Signature) (Date) (Time) (Signature) (Date) (Time)

☐ **REJECTION:** ☐ Seller ☐ Buyer rejects the foregoing ADDENDUM.

(Signature) (Date) (Time) (Signature) (Date) (Time)

THIS FORM APPROVED BY THE UTAH REAL ESTATE COMMISSION AND THE OFFICE OF THE UTAH ATTORNEY GENERAL, EFFECTIVE AUGUST 17, 1998. IT REPLACES AND SUPERSEDES ALL PREVIOUSLY APPROVED VERSIONS OF THIS FORM.

ADDENDUM NO.1 TO REAL ESTATE PURCHASE CONTRACT

THIS IS AN ☐ **ADDENDUM** ☒ **COUNTEROFFER** to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of December 22, 2015, including all prior addenda and counteroffers, between Matt Garretson as Buyer, and Park City Redevelopment Agency aka Redevelopment Agency of Park City as Seller, regarding the Property located at 664 Woodside Ave. Park City, UT. 84060. The following terms are hereby incorporated as part of the REPC:

1. This Agreement is contingent upon the City Council giving a minimum of 14 days reasonable notice to the public consistent with Park City Municipal Code Section 2-3-11 and Utah Code Section 10-8-2 (4) regarding the disposition of real property for the opportunity to receive public comment on the sale of this property.
2. This Agreement is contingent upon the approval of all of the terms and conditions of this Agreement in a public meeting by the City Council of Park City acting as the governing body of the Park City Redevelopment Agency. If such approval is not obtained for any reason, this agreement shall automatically become null and void, and the earnest money deposit will be returned to Buyer.
3. This Agreement is contingent upon the Buyer granting of the 'Historic Preservation Easement' (Exhibit A) by to Park City Municipal Corporation on the historic structure located at 664 Woodside Ave. Park City, UT. 84060 at Settlement as referenced in Section 24 (d).
4. Seller shall NOT enter into the "FOR SALE BY OWNER COMMISSION AGREEMENT"

BUYER AND SELLER AGREE THAT THE CONTRACT DEADLINES REFERENCED IN SECTION 24 OF THE REPC (CHECK APPLICABLE BOX): ☐ **REMAIN UNCHANGED** ☒ **ARE CHANGED AS FOLLOWS:**

Seller Disclosure Deadline: January 15, 2016

Due Diligence Deadline: January 22, 2016

Financing and Appraisal Deadline: NA

Settlement Deadline: February 1, 2016

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control. All other terms of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM shall remain the same. ☐ **Seller** ☒ **Buyer** shall have until 5:00 ☐ **AM** ☒ **PM** Mountain Time on January 4, 2016 (Date), to accept the terms of this ADDENDUM in accordance with the provisions of Section 23 of the REPC. Unless so accepted, the offer as set forth in this ADDENDUM shall lapse.

* TMP 12/30/15 9:57am
☐ Buyer ☒ Seller Signature (Date) (Time)

☐ Buyer ☐ Seller Signature (Date) (Time)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

☒ **ACCEPTANCE:** ☐ **Seller** ☒ **Buyer** hereby accepts the terms of this ADDENDUM.

☐ **COUNTEROFFER:** ☐ **Seller** ☐ **Buyer** presents as a counteroffer the terms of attached ADDENDUM NO. _____.

DocuSigned by:
Matt Garretson 12/30/2015
 (Signature) (Date) (Time) (Signature) (Date) (Time)

☐ **REJECTION:** ☐ **Seller** ☐ **Buyer** rejects the foregoing ADDENDUM.

(Signature) (Date) (Time) (Signature) (Date) (Time)

EXHIBIT A

When recorded return to:

Park City Recorder
P.O. Box 1480
Park City, UT 84060

HISTORIC PRESERVATION EASEMENT

664 Woodside Avenue, Park City, UT

THIS PRESERVATION EASEMENT, is made this ___[day]___ day of ___[month]___, ___[year]___, by and between Matt Garretson ("Grantor") and Park City Municipal Corporation ("Grantee"), a municipal corporation of Utah.

RECITALS

WHEREAS, Grantee is organized as a governmental unit under the laws of the State of Utah and is a qualifying recipient of qualified conservation contributions under Section 170(h) of the Internal Revenue Code of 1986 as amended (hereinafter "IRC");

WHEREAS, Grantee is authorized to accept historic preservation easements to protect property that is significant in Utah history and culture under the provisions the Utah Historical Preservation Act (hereinafter "the Act"), in Part 5 of Chapter 8 of Title 9 of Utah Code Annotated;

WHEREAS, Grantor is owner in fee simple of certain real property in Summit County, Utah, more particularly described as:

LOT 2 NATIONAL GARAGE SUBDIVISION

and commonly known as **664 Woodside Avenue, Park City, Utah** (hereinafter "the Premises"), on which is located a **house and garage** (hereinafter "the Building");

WHEREAS, the Building is located in a locally established Historic District which is listed in the National Register of Historic Places;

WHEREAS, the Building is a historic structure as defined in section 15-11 of the Park City Land Management Code;

WHEREAS, Grantor and Grantee recognize the historical, cultural, and aesthetic value and significance of the Building, and have the common purpose of conserving and preserving the aforesaid value and significance of the Building;

WHEREAS, the Building's façade, more particularly described below, contributes to the historical and architectural value of the Premises;

WHEREAS, the grant of a historic preservation easement on the Building's façade, more particularly described below, will assist in preserving and maintaining the Building and its architectural, historical, and cultural features;

WHEREAS, preserving and maintaining the Building's architectural, historical, and cultural features will assist in preserving and maintaining its value and significance; and

WHEREAS, to that end, Grantor desires to grant to Grantee, and Grantee desires to accept, an historic preservation easement in gross and in perpetuity on the Building's façade pursuant to the Utah Historical Preservation Act.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00), the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant and convey unto Grantee a limited preservation easement in perpetuity, which easement is more particularly described below (hereinafter "the Easement"), in and to the Building's façade, as that word is defined in section 15-15 of the Park City Land Management Code and more particularly described as:

The exterior walls, elevations, roof lines, building materials, fenestration, windows, entryways, doors, roof, and porch of the Building, including all elevations that are to any extent visible from any public right-of-way.

The Easement, to be of the nature and character further expressed in the Easement Agreement below, shall constitute a binding servitude upon said Premises of Grantor, and to that end Grantor covenants on behalf of itself and its successors and assigns, with Grantee and its successors and assigns, such covenants being deemed to run as a binding servitude with the land, to do upon the Premises each of the following covenants and stipulations, which contribute to the public purpose in that they aid significantly in the preservation of the Building and surrounding land area, and which help maintain and assure the present and future historic integrity of the Building.

EASEMENT AGREEMENT

1. Description of Façade. In order to make more certain the full extent of Grantor's obligations and the restrictions on the façade of the Building, and in order to document the external nature of the façade as of the date hereof, attached hereto as Exhibit A and incorporated herein by this reference is a set of photographs depicting the exterior surfaces of the façade. Also attached hereto as Exhibit B is an affidavit specifying certain technical and location information relative to said photographs satisfactory to Grantee. It is stipulated by and between Grantor and Grantee that the external nature of the façade as shown in Exhibit A is deemed to be the external nature of the façade as of the date hereof and as of the date this instrument is first recorded in the land records of Summit County, Utah. The external surface of the Building as shown in Exhibit A is hereinafter referred to as "the Façade."

2. Grantor's Covenants. In furtherance of the Easement herein granted, Grantor undertakes of itself to do (and to refrain from doing, as the case may be) upon the Premises each of the following covenants, which contribute to the public purpose of significantly protecting and preserving the Façade:

Grantor shall not demolish, remove, or raze the Façade without the prior express written permission of Grantee, and except as provided in Paragraphs 6 and 7.

Grantor shall not undertake any of the following actions without the prior express written permission of Grantee, signed by a duly authorized representative thereof:

- i) Increase or decrease the height of the Façade.

- ii) Adversely affect the structural soundness of the Façade.
- iii) Make any changes in the Façade including alteration, partial removal, construction, remodeling, or other physical or structural change, including any change in surfacing, with respect to the appearance or construction of the Façade, with the exception of the ordinary maintenance pursuant to Paragraph 2(c) below.
- iv) Erect anything on the Premises or the Building which prohibits the Façade from being visible from the street level, except for a temporary structure during any period of approved alteration or restoration.
- v) Permit any significant reconstruction, repair, or refinishing of the Façade that alters its state from the existing condition. This subsection (v) shall not include ordinary maintenance pursuant to Paragraph 2(c) below.
- vi) Erect, construct, or move anything on the Premises that would interfere with a view of the Façade or be incompatible with the historic or architectural character of the Façade.

Grantor shall at all times maintain the Façade in a good and sound state of repair and maintain the structural soundness and safety of the Building. Except as provided in the casualty provisions of Paragraphs 5 and 7, this obligation to maintain shall require replacement, rebuilding, repair, and reconstruction whenever necessary to have the external nature of the Building at all times appear to be and actually be the same as the Façade.

Grantor shall not erect or place on the Premises any buildings or structures, including satellite receiving dishes, camping accommodations, or mobile homes, not presently on the Premises, except for temporary structures required for the, construction, repair, maintenance, or rehabilitation of the property, such as construction trailers.

Grantor shall not display or place on the Premises any signs, billboards, awnings, or advertisements, except for those items currently existing in place at the time of this Agreement as depicted in Exhibit A; provided, however, that Grantor may with prior written approval from the Planning Director erect such signs or awnings as are compatible with the historic preservation purposes of this Easement and appropriate to identify the Premises and Building and any activities or businesses on the Premises or in the Building. Such approval from Grantee shall not be unreasonably withheld.

Grantor shall not make on the Premises any topographical changes, including but not limited to excavation. Notwithstanding the foregoing, Grantor may, with the prior written approval from and in the sole discretion of Grantee, make such additional topographical changes as are consistent with and reasonably necessary to promote the historic preservation purposes of this Easement or the reasonable use and enjoyment of the Premises.

Grantor shall not allow or cause on the Premises any dumping of ashes, trash, rubbish, or any other unsightly or offensive materials.

Grantor shall not allow or cause the Premises to be further subdivided without prior written permission of Grantee, nor shall the Grantor allow or cause the Premises to be devised or conveyed except as a unit; provided, however, that Grantor shall be permitted to convert the Building into cooperatives or condominiums and to convey interests in the resulting cooperatives or condominium units, in which event Grantor shall form or cause to be formed in connection with such conveyance a single entity for the purposes of performing all obligations of Grantor and its successors under this Easement.

Grantor shall not obstruct the substantial and regular opportunity of the public to view the exterior architectural features of any building, structure, or improvements of the Premises that are currently viewable from adjacent, publicly accessible areas such as public streets or walkways.

Grantor shall permit Grantee's representatives to inspect at all reasonable times the Premises, including the Façade and the Building, provided that reasonable advance notice is given to Grantor. Grantor agrees that representatives of Grantee shall be permitted to enter and inspect the interior of the Building to ensure maintenance of structural soundness and safety; inspection of the interior will not, in the absence of evidence of deterioration, take place more often than annually, and may involve reasonable testing of interior structural condition. Inspection of the interior will be made at a time mutually agreed upon by Grantor and Grantee.

Grantor shall deliver to Grantee copies of any notice, demand, or letter of violation received by Grantor from any government authority within five (5) days of receipt by Grantor. Upon Grantee's request, Grantor shall promptly furnish Grantee with evidence of Grantor's compliance with such notice, demand, or letter, if compliance is required by law.

Except for the lien(s) or encumbrance(s) of a mortgage or deed of trust, Grantor shall cause to be satisfied or release any other lien or claim of lien that may hereafter come to exist against the Premises which would have priority over any of the rights, title, or interest hereunder of Grantee.

4. Standards of Review. In exercising any authority created by the Easement to inspect the Façade; to review any construction, alteration, repair, or maintenance; or to review casualty damage or to reconstruct or approve reconstruction of the Façade following casualty damage, Grantee shall apply the Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings issued and as may be amended from time to time by the Secretary of the United States Department of the Interior (hereinafter "the Standards"), as well as the Park City Design Guidelines for Historic Districts and Historic Sites (hereinafter "the Guidelines") and any state guidelines considered appropriate by Grantee for review of work affecting historically or architecturally significant structures or for construction of new structures within historically or architecturally significant structures or for construction of new structures within historically, architecturally, or culturally significant sites or areas. In the event the Standards or Guidelines are abandoned or materially altered or otherwise become, in the reasonable judgment of Grantee, inappropriate for the purposes set forth above, Grantee may apply reasonable alternative standards and notify Grantor of the substituted standards.

5. Casualty Damage or Destruction. In the event that the Premises or any part thereof shall be damaged or destroyed by casualty in a way that materially and negatively impacts the Easement, Grantor shall notify Grantee in writing within five (5) days of the damage or destruction, such notification including what, if any, emergency work has already been completed. For purposes of this instrument, the term "casualty" is defined as such sudden damage or loss as would qualify for a loss deduction pursuant to Section 165(c)(3) of the IRC (construed without regard to the legal status, trade, or business of Grantor or any applicable dollar limitation). No repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the Premises and protect public safety, shall be undertaken by Grantor without Grantee's prior written approval of the work. Within twenty-eight (28) days of the date of damage or destruction, Grantor shall submit to Grantee a written report prepared by a qualified restoration architect and an engineer, if required, acceptable to Grantor and Grantee, which shall include:

- a) an assessment of the nature and extent of the damage;
- a determination of the feasibility of the restoration of the Façade and/or reconstruction of damaged or destroyed portions of the Premises; and
- a report of such restoration and/or reconstruction work necessary to return the Premises to the condition existing at the date immediately prior to the damage or destruction.

If, in the reasonable opinion of Grantor and Grantee after reviewing such report, the purpose and intent of the Easement will be served by such restoration and/or reconstruction, Grantor shall within eighteen (18) months after the date of such change or destruction complete the restoration and/or reconstruction of the Premises in accordance with plans and specifications consented to by Grantee up to the total of the casualty insurance proceeds. Grantor shall not be obligated to expend any funds in excess of insurance proceeds it actually receives. Grantee has the right to raise funds toward the costs of restoration and/or reconstruction above and beyond the total of the casualty insurance proceeds as may be necessary to restore the appearance of the Façade, and such additional costs shall constitute a lien on the Premises until repaid by Grantor.

6. Grantee's Remedies Following Casualty Damage. Notwithstanding the foregoing, in the event of damage resulting from casualty, as defined in Paragraph 5, which is of such magnitude and extent as to render repairs or reconstruction of the Premises impossible using all applicable insurance proceeds, then:

- a) If Grantor and Grantee mutually agree, Grantee may reconstruct the Building using insurance proceeds, donations, or other funds received by Grantor or Grantee on account of such casualty, but otherwise at Grantee's own expense; or

Grantee may choose any salvageable portions of the Façade, remove them from the premises, and extinguish the Easement pursuant to Paragraph 23, whereupon this Agreement shall lapse and be of no further force and effect. In such an event, Grantee shall execute and deliver to Grantor acknowledged evidence of such fact suitable for recording in the land records of Summit County, Utah; and Grantor shall deliver to Grantee a good and sufficient Bill of Sale for such salvaged portions of the Façade.

7. Review after Casualty Loss. If in the opinion of Grantee restoration and/or reconstruction would not serve the purpose and intent of the Easement, then Grantor shall continue to comply with the provisions of the Easement and obtain the prior written consent of Grantee in the event that Grantor wishes to alter, demolish, remove, or raze the Building and/or construct new improvements on the Premises.

8. Grantee's Covenants. Grantee hereby warrants and covenants that:

- a) Grantee is and will remain a Qualified Organization for the purposes of Section 170(h) of the IRC. In the event that Grantee's status as a Qualified Organization is successfully challenged by the Internal Revenue Service, then Grantee shall promptly select another Qualified Organization and transfer all of its rights and obligations under the Easement to said organization.

In the event that Grantee shall at any time in the future become the fee simple owner of the Premises, Grantee, for itself and its successors and assigns, covenants and agrees, in the event of a subsequent conveyance of the Premises to another, to create a new preservation easement containing the same restrictions and provisions as are contained herein, and either to retain such easement in itself or to convey such easement to a similar unit of federal, state, or local government or local, state, or national organization whose purposes, inter alia, are to promote preservation or conservation of historical, cultural, or architectural resources, and which is a qualified organization under Section 170(h)(3) of the IRC.

Grantee shall exercise reasonable judgment and care in performing its obligations and exercising its rights under the terms of the Easement, and shall not unreasonably withhold its consent when called for under the terms of the Easement.

9. Grantee's Right to Transfer. Grantee may, at its discretion and without prior notice to Grantor, convey, assign, or transfer this Easement to a unit of federal, state, or local government or to a similar local, state, or national organization whose purposes, inter alia, are to promote preservation or conservation of historical, cultural, or architectural resources, and which at the time of the conveyance, assignment, or transfer is a qualified organization under Section 170(h)(3) of the IRC, provided that any such

assignment, or transfer requires that the preservation purposes for which the Easement was granted will continue to be carried out.

10. Grantee's Remedies. Grantee may employ the following remedies to correct any violation of any covenant, stipulation, or restriction herein, in addition to any remedies now or hereafter provided by law:

- a) Grantee may, following reasonable written notice to Grantor, bring suit(s) to enjoin any such violation by ex parte, temporary, preliminary, and/or permanent injunction, including prohibitory and/or mandatory injunctive relief, and to require the restoration of the Façade to the condition and appearance required by this instrument. Notwithstanding the foregoing, Grantee shall first provide Grantor with written notice and a reasonable time period (at least 15 days) to cure any violations prior to initiating any action, unless the violation is of such a nature and/or extent that any delay would cause further damage to the area of the Easement.
- b) Grantee's representatives may, following reasonable notice to Grantor, enter upon the Premises, correct any violation, and hold Grantor and its successors and assigns responsible for the cost thereof. Such cost until repaid shall constitute a lien on the Premises. Grantor shall exercise reasonable care in selecting independent contractors if it chooses to retain such contractors to correct any violations under this paragraph, including making reasonable inquiry as to whether any such contractor is properly licensed and has adequate liability insurance and workers' compensation coverage.

Grantee shall have available all other legal and equitable remedies to enforce Grantor's obligations under this Agreement.

In the event Grantor is found to have violated any of its obligations, Grantor shall reimburse Grantee for its reasonable costs or expenses incurred in connection therewith, including all reasonable court costs and attorney, architectural, engineering, and expert witness fees.

Exercise by Grantee of one remedy hereunder shall not have the effect of waiving or limiting any other remedy, and the failure to exercise any remedy shall not have the effect of waiving or limiting the use of any other remedy or the use of such remedy at any other time.

11. Evidence of Compliance. Upon request by Grantee, based on a reasonable need by Grantee for such information, Grantor shall promptly furnish Grantee with evidence of Grantor's material compliance with any obligation of Grantor contained herein.

12. Runs with the Land. Grantor and Grantee intend that this grant constitute a common-law easement and a restrictive covenant. The obligations imposed by this Easement shall be effective in perpetuity and shall be deemed to run as a binding servitude with the Premises. This Easement shall extend to and be binding upon Grantor and Grantee, their respective successors in interest, and all persons hereafter claiming under or through Grantor and Grantee; the words "Grantor" and "Grantee" when used herein shall include all such persons. Anything contained herein to the contrary notwithstanding, a person shall have no obligation pursuant to this instrument where such person shall cease to have any interest in the Premises by reason of a bona fide transfer. This instrument shall be expressly referenced in any subsequent deed or other legal instrument by which Grantor divests itself of either the fee simple title or any lesser estate in the Premises or any part thereof on which the Façade is located, including, by way of example and not limitation, a lease of office space.

13. Recording. This Easement shall be recorded in the land records of Summit County, Utah. Grantee shall do and perform at its own cost all acts necessary to the prompt recording of this instrument. This instrument is effective only upon recording in the land records of Summit County, Utah.

14. Mortgages. Until a mortgagee or a purchaser at a foreclosure or trustee's sale obtains ownership of the Premises following foreclosure of a mortgage or deed in lieu of foreclosure, the mortgagee or purchaser shall have no obligation, debt, or liability under the Easement. Before exercising any right or remedy due to breach of the Easement except the right to enjoin violation, Grantee shall give all mortgagees of record written notice describing the default, and the mortgagees shall have sixty (60) days thereafter to cure or cause a cure of the default. Nothing contained in the above paragraphs or in the Easement shall be construed to give any mortgagee the right to extinguish this Easement by taking title to the Premises by foreclosure or otherwise.

15. Plaques. Notwithstanding the restrictions of Paragraph 2(e) above, with Grantor's prior approval regarding appearance, size and location, Grantee may provide and maintain a plaque on the Façade, which plaque shall not exceed 12 inches by 12 inches in size, informing the public of the significance of the Building or the Premises and the existence of this perpetual preservation Easement.

16. Indemnification. Grantor hereby agrees to pay, protect, indemnify, hold harmless, and defend at its own cost and expense, Grantee (including Grantee's agents, directors, employees, or independent contractors) from and against any and all claims, liabilities, expenses, costs, damages, losses, and expenditures (including reasonable attorney fees and disbursements hereafter incurred) arising out of or in any way relating to the administration (as performed in good faith and without negligence) of this preservation Easement, including, but not limited to, the granting or denial of consents hereunder and the reporting on or advising as to any condition on the Premises. In the event that Grantor is required to indemnify Grantee pursuant to the terms of this Easement, the amount of such indemnity, until discharged, shall constitute a lien on the Premises.

17. Taxes. Grantor shall pay prior to the delinquency date all general taxes, special taxes, special assessments, water charges, sewer service charges, and other charges which may become a lien on the Premises. Grantee is hereby authorized, but in no event required or expected, to make or advance in the place of Grantor, upon ten (10) days' prior written notice to Grantor, any payment relating to past-due taxes, assessments, water rates, sewer fees, and other governmental or municipality charges, fines, impositions, or liens asserted against the Premises and may do so according to any bill, statement, or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement, or assessment or into the validity of such tax, assessment, sale, or forfeiture; provided, however, that if within such ten (10)-day notice period Grantor provides a written reply to Grantee indicating that Grantor has or will within thirty (30) days contest any such past-due tax, special tax, special assessment, water charge, sewer service charge, or other charge which has or may become a lien on the Premises, then Grantee shall not make any such payment on behalf of Grantor until Grantor's contest of any such payment is definitively resolved. In the event that Grantee makes a payment on behalf of Grantor in accordance with this paragraph, the amount of such payment shall become a lien on the Premises and shall bear interest until paid by Grantor at two (2) percentage points above the prime rate of interest from time to time charged by Zions First National Bank.

18. Insurance. Grantor shall keep the Premises insured by an insurance company rated "A+" or better by the A.M. Best Company for the full replacement value against loss from the perils commonly insured under standard fire and extended coverage policies and comprehensive general liability insurance against claims for personal injury, death, and property damage of a type and in such amounts as would, in the reasonable opinion of Grantee, normally be carried on a property such as this where the Façade is protected by a preservation easement. Such insurance shall name Grantee as an additional insured and provide for at least thirty (30) days' notice to Grantee before cancellation. Furthermore, Grantor shall deliver to Grantee fully executed copies of each insurance policy evidencing the aforesaid insurance coverage at the commencement of this grant and copies of new or renewed policies at least ten (10) days prior the expiration of such policy. Grantee shall have the right, after providing Grantor written notice and a cure period of five (5) days, to provide insurance at Grantor's reasonable cost and expense, should Grantor fail to obtain the same. In the event that Grantee obtains such insurance, the reasonable cost of such insurance shall be Premises until repaid by Grantor.

19. Liens. Any lien on the Premises created pursuant to any paragraph of the Easement may be enforced by Grantee in the same manner as a mechanic's lien.

20. Written Notice. Any notice which either Grantor or Grantee may desire or be required to give to the other party shall be in writing and shall be mailed, with postage prepaid, by registered or certified mail with return receipt requested, or delivered by hand; if to Grantor then at *9200 Shawnee Run Road, Cincinnati, OH, 45243*, with a copy to _____ **[attorney name and address]** _____ and if to Grantee, then at *Attn.: City Attorney, P.O. Box 1480, Park City, Utah, 84060*. Each party may change its address set forth herein by providing notice to such effect to the other party. Any notice, consent, approval, agreement, or amendment permitted or required of Grantee under the Easement may be given by the Park City Council or by any duly authorized representative of Grantee.

21. Stipulated Value of Grantee's Interest. Grantor acknowledges that upon execution and recording of the Easement, Grantee shall be immediately vested with a real property interest in the Premises and that such interest of Grantee shall have a stipulated fair market value, for purposes of allocating net proceeds in an extinguishment under Paragraph 23, equal to the ratio between the fair market value of the Easement and the fair market value of the Premises prior to considering the impact of the Easement (hereinafter the "Easement Percentage") as determined in the Qualified Appraisal provided to Grantee pursuant to Paragraph 22. Upon submission of the Qualified Appraisal, Grantor and Grantee shall sign an affidavit verifying the Easement Percentage and record it as an amendment to the easement. In the event Grantor does not claim a charitable gift deduction for purposes of calculating federal income taxes and submit a Qualified Appraisal, the value of the Easement shall be \$10.00.

22. Qualified Appraisal. In the event that Grantor claims a federal income tax deduction for donation of a "qualified real property interest" as that term is defined in Section 170(h) of the IRC, Grantor shall provide Grantee with a copy of an appraisal (hereinafter the "Qualified Appraisal" as that term is defined in Section 170(f)(11)(E) of the IRC) of the fair market value of the Easement. Upon receipt of the Qualified Appraisal, Grantee shall sign any appraisal summary prepared by the Internal Revenue Service and submitted to Grantor by Grantor.

23. Extinguishment. Grantor and Grantee hereby recognize that an unexpected change in the conditions surrounding the Premises may make impossible the continued ownership or use of the Premises for preservation purposes and necessitate extinguishment of the Easement. Such a change in conditions includes, but is not limited to, partial or total destruction of the Building or the Façade resulting from a casualty of such magnitude that Grantee approves demolition as explained in Paragraphs 5 and 7 or condemnation or loss of title of all or a portion of the Premises, Building, or Façade. Such an extinguishment must comply with the following requirements:

- a) The extinguishment must be the result of a final judicial proceeding.

Grantee shall be entitled to share in the net proceeds resulting from the extinguishment in a proportion equal to the Easement Percentage determined pursuant to Paragraph 21.

Grantee agrees to apply all of the net proceeds it receives to the preservation of other buildings, structures, or sites having historical, architectural, cultural, or aesthetic value and significance to the people of the State of Utah.

Net proceeds shall include, without limitation, insurance proceeds or awards, proceeds from sale in lieu of condemnation, and proceeds from the sale or exchange by Grantor of any portion of the Premises after the extinguishment, but shall specifically exclude any preferential claim of a mortgagee under Paragraph 14.

24. Interpretation and Enforcement. The following provisions shall govern the effectiveness, interpretation, and duration of the Easement:

- a) Any rule of strict construction designed to limit the breadth of restrictions on alienation or use of property shall not apply in the construction or interpretation of this instrument, and this instrument shall be interpreted broadly to effect its preservation and conservation purposes and the transfer of rights and the restrictions on use herein contained as provided in the Act.

This instrument shall extend to and be binding upon Grantor and all persons hereafter claiming under or through Grantor, and the word "Grantor" when used herein shall include all such persons, whether or not such persons have signed this instrument or then have an interest in the Premises. Anything contained herein to the contrary notwithstanding, a person shall have no obligation pursuant to this instrument where such person shall cease to have any interest (present, partial, contingent, collateral, or future) in the Premises by a bona fide transfer for full value. Right, title, or interest herein granted to Grantee also shall be deemed granted to each successor and assign of Grantee and each such following successor and assign thereof, and the word "Grantee" shall include all such successors and assigns.

Except as expressly provided herein, nothing contained in this instrument grants, nor shall it be interpreted to grant, to the public any right to enter on the Premises or into the Building.

To the extent that Grantor owns or is entitled to development rights which may exist now or at some time hereafter by reason of the fact that under any applicable zoning or similar ordinance the Premises may be developed to more intensive use (in terms of height, bulk, or other objective criteria regulated by such ordinances) than the Premises are devoted to as of the date hereof, such development rights shall be exercisable on, above, or below the Premises during the term of the Easement in a manner that would not negatively impact the Façade or the specific preservation purposes of the Easement.

For the purposes of furthering the preservation of the Façade and the other purposes of this instrument, and to meet changing conditions, Grantor and Grantee are free to amend jointly the terms of this instrument in writing – provided, however, that no such amendment shall limit the perpetual duration of the Easement or interfere with the preservation purposes of the donation. Such amendment shall become effective upon recording in the land records of Summit County, Utah.

This instrument is made pursuant to the Act (Section 9-8-5 of the Utah Code), but the invalidity, modification, or repeal of such statute or any part thereof shall not affect the validity and enforceability of this instrument according to its terms, it being the intent of the parties to agree and to bind themselves, their successors, and their assigns in perpetuity to each term of this instrument, whether or not this instrument be enforceable by reason of any statute, common law, or private agreement either in existence now or at any time subsequent hereto. This instrument may be re-recorded at any time by any person if the effect of such re-recording is to make more certain the enforcement of this instrument or any part thereof. The invalidity or unenforceability of any provision of this instrument shall not affect the validity or enforceability of any other provision of this instrument or any ancillary or supplementary agreement relating to the subject matter hereof.

Nothing contained herein shall be interpreted to authorize or permit Grantor to violate any ordinance or regulation relating to building materials, construction methods, or use. In the event of any conflict between any such ordinance or regulation and the terms hereof, Grantor promptly shall notify Grantee of such conflict and shall cooperate with Grantee and the applicable governmental entity to accommodate the purposes of both this instrument and such ordinance or regulation.

This instrument, together with its exhibits, reflects the entire agreement of Grantor and Grantee. Any prior or simultaneous correspondence, understanding, agreements, and representations shall be null and void upon execution hereof, unless set out in this instrument.

IN WITNESS WHEREOF, on the date first shown above, Grantor has caused this Easement to be executed, sealed, and delivered, and Grantee has caused this instrument to be accepted, sealed, and executed in its corporate name by its Mayor.

GRANTEE:

By: _____
Mayor

Attest:

City Recorder

Approved as to Form:

City Attorney's Office

GRANTOR:

By: _____

Its: _____

ACKNOWLEDGEMENT

STATE OF _____)
) §
COUNTY OF _____)

On this ____ day of _____, 2015, personally appeared before me _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is signed on the preceding instrument as the _____ of _____, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

NOTARY PUBLIC

EXHIBIT A

Photographs Depicting the Exterior Surfaces of the Façade

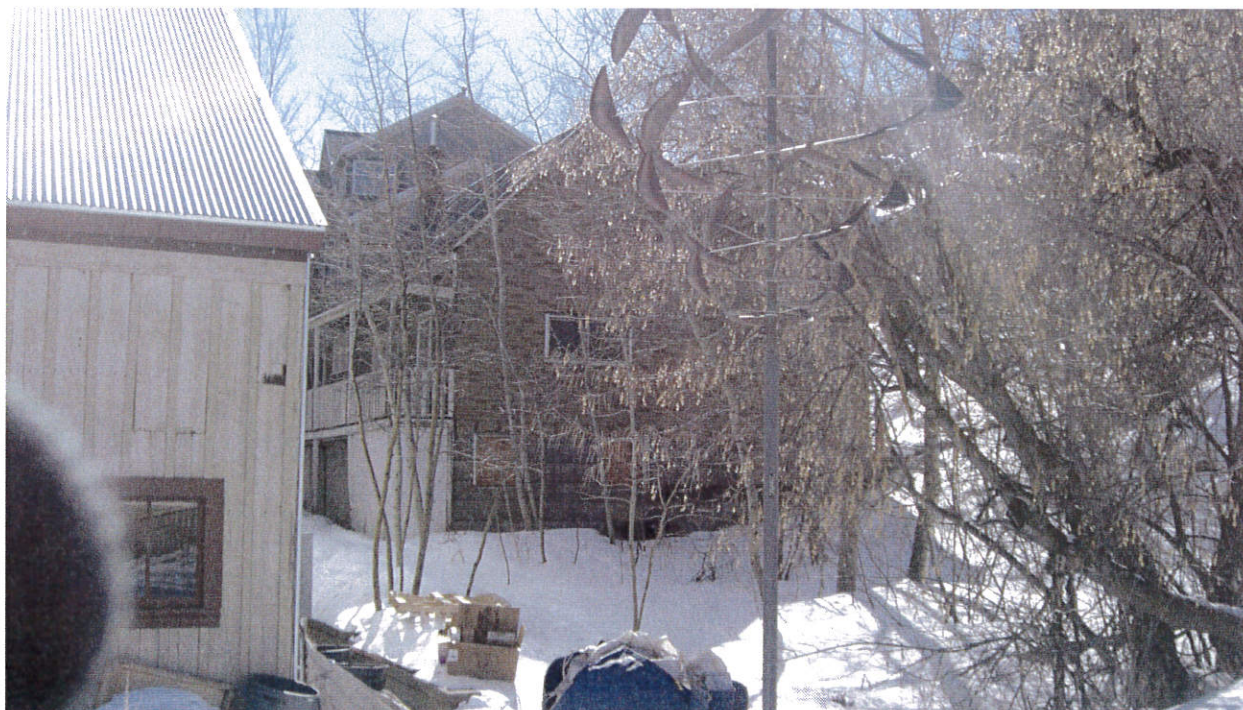




EXHIBIT B

Easement Monitoring Inspection Form/Affidavit

Park City Municipal Corporation
 Planning Department
 PO Box 1480
 Park City, UT 84060



Property Address:	664 Woodside	Owner:	
	Park City, UT 84060	Owner's Address:	
Inspector:	Historic Preservation Planner Anya Grahm		
Date:		Owner's Phone No.:	
Date of Last Inspection:	N/A	Owner's E-mail:	
Historic Designation:	<input checked="" type="checkbox"/> Landmark <input type="checkbox"/> Significant	Other:	

General Exterior Observations:		Good	Fair	Poor
Foundation:	Concrete Foundation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Roofing:		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chimney(s) & Flashing:		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Soffits and Trim:		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Projections:		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Gutters and Downspouts:	Missing: <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Exterior Walls:	Select One	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Paint:			
Windows:	Sashes/Glass:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Casing:			
	Hood/Trim:			
Porches:	Roof/Trim:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Foundation/Decking/Steps:			
	Railing/Balusters:			
Caulking:		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

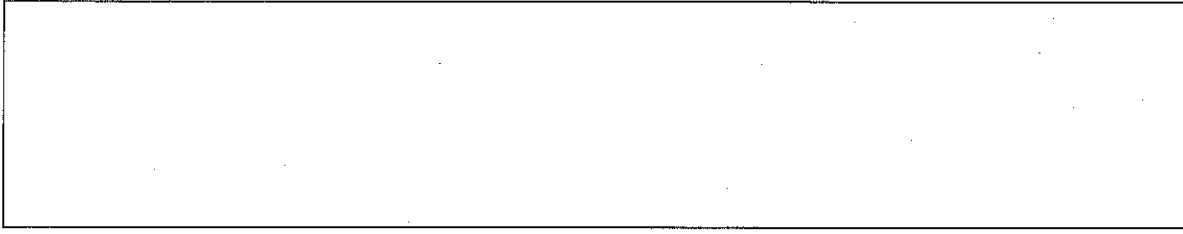
Comments on Items Marked Poor:

--

Significant Changes to the Façade:

--

Were the Changes Approved in Advance by:City Council ☐Other (state, if applicable) ☐ _____**Additional Comments:**



Photos:



DATE: January 14, 2016

TO HONORABLE MAYOR AND COUNCIL

Please consider for approval the list of meeting dates for regular Municipal Building Authority meetings.

Respectfully:

Michelle Kellogg, City Recorder

Resolution No. MBA 1-16

A RESOLUTION ESTABLISHING A REGULAR MEETING DATE, TIME, AND LOCATION FOR 2016 MEETINGS AND APPOINTING OFFICERS OF THE BOARD OF DIRECTORS OF THE MUNICIPAL BUILDING AUTHORITY OF PARK CITY, UTAH

BE IT RESOLVED by the Municipal Building Authority of Park City:

SECTION 1. REGULAR MEETING DATE. The regular meetings of the Municipal Building Authority shall be held on Thursdays at 6:00 p.m. or immediately following the adjournment or preceding the convening of other meetings that may be scheduled at 6:00 p.m. Meetings shall be held at the Marsac Municipal Building, 445 Marsac Avenue, Park City, Utah, except when there is no pending business or the regular meeting date falls on a holiday.

SECTION 2. NOTICE OF PUBLIC MEETINGS. Notice shall be given, including the agenda, date, time, and place of the meeting. The agenda will be posted at the Marsac Municipal Building at least twenty-four (24) hours prior to each regular meeting, and delivered to the local news media. The agenda for special or emergency meetings shall be noticed in the best manner practicable. The Board of Directors may meet socially at an announced location after the meeting, but City business will not be conducted.

SECTION 3. WORK SESSIONS. Work sessions are open informational meetings, where new items are introduced or regular meeting agenda items are discussed for clarification prior to action. Typically, no formal action is scheduled or taken during a work session, but formal actions may be made to conduct the City's business, if it is deemed to be in the best interest of the public.

SECTION 4. CLOSED MEETINGS. Every meeting and work session is open to the public, unless closed pursuant to Sections 52-4-204 and 52-4-205 of the Utah Code. A closed meeting may be held if a quorum is present and upon the affirmative vote of two-thirds of the members of the public body present at an open meeting for which notice is given pursuant to Section 52-4-202. No closed meeting is allowed except for purposes expressly allowed under Section 52-4-205; provided no ordinance, resolution, rule, regulation, contract, or appointment shall be approved at a closed meeting. A record of closed meetings shall be created and maintained in accordance with Section 52-4-206 of the Utah Code, as amended.

SECTION 5. SPECIFIC MEETING DATES. The meeting schedule for the Redevelopment Agency in 2016 is as follows:

January 7, 14, 28	July 14, 21
February 4, 11, 25	August 4, 11, 25
March 3, 24, 31	September 1, 15, 22
April 14, 21, 28	October 6, 20, 27

May 12, 19
June 2, 9, 16, 23, 30

November 10, 17
December 1, 8, 15

SECTION 6. APPOINTMENT OF OFFICERS. The officers of the Board of Directors of the Municipal Building Authority of Park City, Utah shall be as follows: The elected Mayor shall be the Chairman; the Mayor Pro Tempore shall be the Vice- Chairman; the Alternate Mayor Pro Tempore shall be the Alternate Vice-Chairman; the City Manager shall be the Executive Director; the City Recorder shall be the Secretary; and the Deputy City Recorder shall be the Deputy Secretary.

PASSED AND ADOPTED this 14th day of January, 2016.

PARK CITY MUNICIPAL CORPORATION

Chairman Jack Thomas

ATTEST:

Michelle Kellogg, Secretary

Approved as to form:

Mark Harrington, City Attorney



DATE: January 14, 2016

TO HONORABLE MAYOR AND COUNCIL

Please consider for approval the list of meeting dates for regular Water Service District meetings.

Respectfully:

Michelle Kellogg, City Recorder

Resolution No. WSD 1-16

**A RESOLUTION ESTABLISHING A REGULAR MEETING
DATE, TIME, AND LOCATION FOR 2016 MEETINGS
AND APPOINTING OFFICERS OF THE ADMINISTRATIVE CONTROL
BOARD OF THE PARK CITY WATER SERVICE DISTRICT**

BE IT RESOLVED by the Water Service District of Park City:

SECTION 1. REGULAR MEETING DATE. The regular meetings of the Water Service District shall be held on Thursdays at 6:00 p.m. or immediately following the adjournment or preceding the convening of other meetings that may be scheduled at 6:00 p.m. Meetings shall be held at the Marsac Municipal Building, 445 Marsac Avenue, Park City, Utah, except when there is no pending business or the regular meeting date falls on a holiday.

SECTION 2. NOTICE OF PUBLIC MEETINGS. Notice shall be given, including the agenda, date, time, and place of the meeting. The agenda will be posted at least twenty-four (24) hours prior to each regular meeting, and delivered to the local news media. The agenda for special or emergency meetings shall be noticed in the best manner practicable. Board members may meet socially at an announced location after the meeting, but City business will not be conducted.

SECTION 3. WORK SESSIONS. Work sessions are open informational meetings, where new items are introduced or regular meeting agenda items are discussed for clarification prior to action. Typically, no formal action is scheduled or taken during a work session, but formal actions may be made to conduct the City's business, if it is deemed to be in the best interest of the public.

SECTION 4. CLOSED MEETINGS. Every meeting and work session is open to the public, unless closed pursuant to Sections 52-4-204 and 52-4-205 of the Utah Code. A closed meeting may be held if a quorum is present and upon the affirmative vote of two-thirds of the members of the public body present at an open meeting for which notice is given pursuant to Section 52-4-202. No closed meeting is allowed except for purposes expressly allowed under Section 52-4-205; provided no ordinance, resolution, rule, regulation, contract, or appointment shall be approved at a closed meeting. A record of closed meetings shall be created and maintained in accordance with Section 52-4-206 of the Utah Code, as amended.

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May 12, 19	November 10, 17

June 2, 9, 16, 23, 30

December 1, 8, 15

SECTION 6. APPOINTMENT OF OFFICERS. The officers of the Administrative Control Board of the Park City Water Service District shall be as follows: The elected Mayor shall be the Chairman; the Mayor Pro Tempore shall be the Vice- Chairman; the Alternate Mayor Pro Tempore shall be the Alternate Vice-Chairman; the City Manager shall be the Executive Director; the City Recorder shall be the Secretary; and the Deputy City Recorder shall be the Deputy Secretary.

PASSED AND ADOPTED this 14th day of January, 2016.

PARK CITY MUNICIPAL CORPORATION

Chairman Jack Thomas

ATTEST:

Michelle Kellogg, Secretary

Approved as to form:

Mark Harrington, City Attorney